

INTERNET  
FORM NLRB-501  
(2-08)UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case  
08-CA-237058Date Filed  
3 | 4 | 19**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

|   |  |  |
|---|--|--|
| a. Name of Employer<br>University Hospitals Geneva Medical Center                       |  | b. Tel. No.<br>(440) 415-0157              |
|   |  | c. Cell No.<br>(440) 487-5989              |
|   |  | f. Fax No.                                 |
| d. Address (Street, city, state, and ZIP code)<br>870 W Main St<br>OH Geneva 44041-____ | e. Employer Representative<br>Barbara Gurto<br>Sr. Generalist, Human Resources | g. e-Mail<br>Barbara.Gurto@UHhospitals.org |
|   |  | h. Number of workers employed<br>100       |
|   |  |  |
| i. Type of Establishment (factory, mine, wholesaler, etc.)<br>Healthcare                | j. Identify principal product or service<br>Healthcare                         |  |

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) \_\_\_\_\_ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

--See additional page--

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**

Kristen Bailey Title: Labor Representative  
Ohio Nurses Association

**4a. Address (Street and number, city, state, and ZIP code)**

3760 Ridge Mill Drive  
OH Hilliard 43026-\_\_\_\_

4b. Tel. No.  
(614) 226-95814c. Cell No.  
(614) 226-9581

4d. Fax No.

4e. e-Mail  
kbailey@ohnurses.org**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

American Federation of Teacher, AFL-CIO

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Kristen Bailey  
(signature of representative or person making charge)

Kristen Bailey  
Title: Labor Representative  
(Print/type name and title or office, if any)

3760 Ridge Mill Drive  
Address Hilliard OH 43026-\_\_\_\_

03/4/2019 15:43:25  
(date)

Tel. No.  
(614) 226-9581Office, if any, Cell No.  
(614) 226-9581

Fax No.

e-Mail  
kbailey@ohnurses.org**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## Basis of the Charge

### 8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

| Name of employee disciplined/retaliated against | Type of discipline/retaliation                  | Approximate date of discipline/retaliation |
|---|---|--|
| (b) (6), (b) (7)(C)                             | Email to HR and Local Union (b) (6), (b) (7)(C) | (b) (6), (b) (7)/2019                      |

### 8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

| Name of employee disciplined/retaliated against | Type of discipline/retaliation                  | Approximate date of discipline/retaliation |
|---|---|--|
| (b) (6), (b) (7)(C)                             | Email to HR and Local Union (b) (6), (b) (7)(C) | (b) (6), (b) (7)/2019                      |

## Additional Information in Support of Charge

**Charging Party Name :** Kristen Bailey

**Inquiry Number :** (b) (6), (b) (7)(C)

**Date Submitted :** 03/4/2019 15:43:25

Please provide a brief description of the specific conduct involved in your charge. The information you provide may be viewed by the charged party in the event of a formal proceeding, so PLEASE DO NOT GIVE A DETAILED ACCOUNT OF YOUR CHARGE OR A LIST OF POTENTIAL WITNESSES AT THIS TIME. A Board Agent will contact you to obtain this and other detailed information after your charge is docketed. After you submit this E-Filed Charge form, you will receive a confirmation email with an Inquiry Number (Sample Inquiry Number: 1-1234567890) and a link to the E-Filing web page. You may use the link and the Inquiry number provided in the email to e-file any additional documents you wish to present in support of your charge.

### Additional Information Provided:

The Hospital set mandatory meetings in the Hospital's Emergency Department in violation of the CBA. The named nurse discussed this with fellow nurses in the department and complained to management. Although management made changes to the meeting schedule, the nurse complained to management and other nurses that it still violated the CBA and diverged from the Hospital's past practice. Management responded by sending an email the nurse, the local union president, and a representative of HR stating that the nurse's behavior was "disrespectful," violates the Employer's professional behavior policy, and has a negative impact on (b) (6), (b) (7)(C) coworkers.

Preventing a nurse from enforcing the CBA and exercising (b) (6), (b) (7)(C) rights under Section 7 of the NLRA is a violation of section 8(a), subdivision (1), of the Act.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 8  
1240 E 9TH ST  
STE 1695  
CLEVELAND, OH 44199-2086

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (216)522-3715  
Fax: (216)522-2418



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March 5, 2019

Barbara Gurto, Sr. Generalist,  
Human Resources  
University Hospitals-Geneva Medical Center  
870 W Main St  
Geneva, OH 44041

Re: University Hospitals  
Geneva Medical Center  
Case 08-CA-237058

Dear Ms. Gurto:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney STEPHEN M. PINCUS whose telephone number is (216)303-7385. If this Board agent is not available, you may contact Supervisory Field Attorney RUDRA CHOUDHURY whose telephone number is (216)303-7359.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlrb.gov](http://www.nlrb.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as



soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

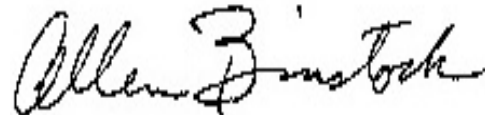
**Procedures:** We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, [www.nlrb.gov](http://www.nlrb.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions

about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, reading "Allen Binstock". The signature is written in a cursive, flowing style.

ALLEN BINSTOCK  
Regional Director

AB/kw

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

**QUESTIONNAIRE ON COMMERCE INFORMATION**

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

08-CA-237058

**1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)****2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify )**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION  
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

**4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS****5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

**9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates )**

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.  
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.  
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.  
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)  
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: \_\_\_\_\_**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

**12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE**

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

**UNITED STATES OF AMERICA**  
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**UNIVERSITY HOSPITALS GENEVA MEDICAL  
CENTER**

Charged Party

and

**OHIO NURSES ASSOCIATION**

Charging Party

**Case 08-CA-237058**

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 5, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Barbara Gurto, Sr. Generalist, Human  
Resources  
University Hospitals Geneva Medical Center  
870 W Main St  
Geneva, OH 44041

March 5, 2019

Date

Kim Wallace, Designated Agent of NLRB

Name

/s/ Kim Wallace

Signature



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 8  
1240 E 9TH ST  
STE 1695  
CLEVELAND, OH 44199-2086

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (216)522-3715  
Fax: (216)522-2418



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March 5, 2019

Kristen Bailey, Labor Representative  
Ohio Nurses Association  
3760 Ridge Mill Drive  
Hilliard, OH 43026

Re: University Hospitals  
Geneva Medical Center  
Case 08-CA-237058

Dear Ms. Bailey:

The charge that you filed in this case on March 04, 2019 has been docketed as case number 08-CA-237058. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney STEPHEN M. PINCUS whose telephone number is (216)303-7385. If this Board agent is not available, you may contact Supervisory Field Attorney RUDRA CHOUDHURY whose telephone number is (216)303-7359.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board

agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.


**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

**Procedures:** We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, [www.nlrb.gov](http://www.nlrb.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Allen Binstock". The signature is written in a cursive, flowing style.

ALLEN BINSTOCK  
Regional Director

.

---

**From:** Pincus, Stephen M.  
**Sent:** Wednesday, March 6, 2019 3:19 PM  
**To:** kbailey@ohnurses.org  
**Subject:** University Hospitals Geneva (08-CA-237058) - please call me

Dear Ms. Bailey:

I have been assigned to investigate your recently filed charge. I would like to speak to you at your convenience. In the meantime, would you please send me a copy of the email in question and the current CBA?

Thank you.

Stephen Pincus

---

Stephen M. Pincus  
Attorney  
National Labor Relations Board, Region 8  
Anthony J. Celebrezze Federal Building  
1240 E. Ninth Street, Room 1695  
Cleveland, OH 44199-2086

Direct Dial: (216) 303-7385  
Facsimile: (216) 522-2418

---

**From:** Kristen Bailey <kbailey@ohnurses.org>  
**Sent:** Thursday, March 7, 2019 11:44 AM  
**To:** Pincus, Stephen M.  
**Subject:** RE: University Hospitals Geneva (08-CA-237058) - please call me  
**Attachments:** 2.25.19 Email to HR and LUP.pdf; FW: Emailing - HR-63.pdf; Geneva CBA 2017-2020.pdf

Mr. Pincus,

I apologize that I have not been able to call. I am currently in contract negotiations; however, I will have time to call tomorrow afternoon. If there is a time most convenient for you, please let me know.

As requested, please see the attached items. If you have any questions or need clarification, please feel free to reach out to me.

Thank you,



**Kristen Bailey**  
Labor Representative

---

**A** 3760 Ridge Mill Drive, Hilliard, Ohio 43026

**P** 614-226-9581 **E** [kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)

**W** [www.ohnurses.org](http://www.ohnurses.org)



---

**From:** Pincus, Stephen M. [mailto:Stephen.Pincus@nlrb.gov]  
**Sent:** Wednesday, March 6, 2019 3:19 PM  
**To:** Kristen Bailey <kbailey@ohnurses.org>  
**Subject:** University Hospitals Geneva (08-CA-237058) - please call me

Dear Ms. Bailey:

I have been assigned to investigate your recently filed charge. I would like to speak to you at your convenience. In the meantime, would you please send me a copy of the email in question and the current CBA?

Thank you.

Stephen Pincus

---

Stephen M. Pincus



Attorney  
National Labor Relations Board, Region 8  
Anthony J. Celebrezze Federal Building  
1240 E. Ninth Street, Room 1695  
Cleveland, OH 44199-2086

Direct Dial: (216) 303-7385  
Facsimile: (216) 522-2418

**ED Department Staff Meetings**

(b) (6), (b) (7)(C)

Sent: Monday, February 25, 2019 1:31 PM

To: (b) (6), (b) (7)(C)

Hey guys –

Just a heads up on a potential issue that you may or may not hear about regarding the scheduling of my department staff meetings. Per (b) (6), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) request, I originally scheduled my department staff meetings for the entire year. When I did this I only scheduled one time (0630). My interpretation of the contract was that 1 week before the meeting, a sign up is placed to determine if there is sufficient interest in a meeting held after 1930. After reading the contract I am still not clear if it is a breach in contract to only have one meeting time. Realizing that this schedule was not ideal for the mid-shift crew. I decided to cancel the original schedule and change the staff meeting times specific to accommodate the three different nursing shifts. I chose the shift start times for the start times of each staff meeting. I requested that they attend the staff meeting that correlated with their shift. (b) (6) approached me asking if they could attend anytime. My response to (b) (6) was no – I would like to have the meetings correlate with each shift. The majority of the information discussed will be the same from one shift to another, however, I feel that the shift specific meetings will be very beneficial in discussing shift specific initiatives, issues, and throughput data. I also feel that the smaller groups will allow for more staff interaction and participation in the meeting. I am excited to try this and I do not believe that I am violating the contract. I have received a lot of positive feedback with this new idea. After my discussion with (b) (6), (b) (7)(C) was obviously upset, (b) (6) vented to the entire unit on how I should not be doing this and that it was not fair, because this was (b) (6) day off. No matter what time a staff meeting is held it will never accommodate everybody's personal schedule.

Let me know if you have any questions,

(b) (6), (b) (7)(C)

# **A G R E E M E N T**

*Between*

**THE  
OHIO NURSES ASSOCIATION/AFT, AFL-CIO**

and the

**UH GENEVA MEDICAL CENTER**

December 10, 2017

to

December 9, 2020

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## **AGREEMENT**

This Agreement is made and entered into this 10th day of December, 2017 by and between UNIVERSITY HOSPITALS GENEVA MEDICAL CENTER, a charitable, not-for-profit corporation organized under the laws of the State of Ohio (herein the "Hospital"), applicable to its hospital facilities located at 870 West Main Street, Geneva, Ohio 44041, and the OHIO NURSES ASSOCIATION (herein "ONA").

### **WITNESSETH:**

**WHEREAS**, ONA recognizes that the Hospital has the responsibility and obligation of providing proper and uninterrupted medical and nursing care for resident patients and outpatients, and of carrying on vital and continuous programs in medical and nursing fields for the benefit of both individual patients and the community-at-large; and

**WHEREAS**, the Hospital recognizes ONA as the exclusive collective bargaining representative for all the bargaining unit defined herein; and

**WHEREAS**, it is the intent and purpose of the parties hereto in making this Agreement to meet and fulfill the responsibilities and obligations of the Hospital and to provide for the interests of the nurses covered by this Agreement; to avoid interruptions and interferences with the Hospital's services to patients and its programs in medical and nursing fields; to promote equitable employment relations and set forth herein rates of pay, hours of work, and conditions of employment for the nurses covered by this Agreement.

**NOW, THEREFORE**, in consideration of their mutual covenants herein contained, the parties hereto agree as follows:

## **ARTICLE I**

### **Recognition**

**Section 1.** Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 8-RC-12184 dated July 11, 1980, the Hospital recognizes ONA as the sole and exclusive representative of its employees in a unit described as follows:

All full-time and regular part-time general duty staff registered nurses, but excluding Clinical Educator, Community Educator, Infection Control Nurse, Nurse Manager, Clinical Supervisor, Director, Case Manager, Community Outreach, and Quality and Risk Manager, and all office clerical employees, all technical employees, all service and maintenance employees and all other professional employees, guards and supervisors as defined in the Act and all other employees.

**Section 2.** Except as otherwise specifically provided in this Agreement, the term "nurse" as used herein, shall apply to and include all those registered nurses included in the unit described in Section 1 above, and shall exclude the Chief Nursing Officer, Clinical Supervisor, RN Educators, Nurse Managers, Infection Control Nurse, and PRN nurses as defined in Section 6 of this Article.

**Section 3.** The term "bargaining unit" as used herein shall include collectively all those registered nurses included within the definition of the term "nurse" in Section 2 above.

**Section 4.** A "full-time" nurse is defined as a nurse who has accepted employment with the understanding that she will normally work a regular schedule of seventy (70) hours in each fourteen (14) day pay period. She will work alternate weekends during each year of this Agreement.

**Section 5.** A "regular part-time" nurse is defined as a nurse who has accepted employment with the understanding that she will normally work a regular schedule of less than seventy (70) hours, but not less than sixteen (16) hours in each fourteen (14) day pay period, and will work alternate weekends during each year of this Agreement.

**Section 6.** The parties agree that full and part-time nurses employed by the Hospital are most likely to provide the desirable level of nursing care, to provide care to patients at an economical cost and to provide the necessary balance in assignment of shifts. Agency nurses shall be used only as a supplement to and not to replace nurses employed by the Hospital. Prior to using an agency nurse, the Hospital shall attempt to cover the shift or partial shift with its own nursing staff within the affected unit, who are qualified to perform the work. An agency nurse may be placed on the schedule and worked unless, two hours prior to the shift in which the agency nurse is scheduled to work, a full-time, part-time or PRN nurse volunteers to work such shift.

**Section 7.** A PRN nurse is defined as a nurse who, from day to day, accepts or rejects work opportunities offered by the Hospital in its sole discretion, depending upon the nurse's availability as determined by the nurse. A PRN is not required to work a regular schedule.

A nurse may be placed in PRN status only by mutual agreement of the Hospital and the nurse. Following compliance by the Hospital with the provisions of Section 10 of Article X, PRN nurses shall be used by the Hospital only for the filling of vacancies temporarily pending permanent filling of the vacancy, and for the temporary replacement of full-time or regular part-time nurses who are unavailable for scheduled work. PRN nurses shall not be used to displace any full-time or regular part-time nurse from her

regularly scheduled straight time or regular part-time positions. PRN nurses shall not displace a bargaining unit nurse from her regularly scheduled departmental assignment. Nor shall a PRN nurse be used to displace a regular part time or full time nurse once a schedule is approved regardless of overtime unless the full time or part time nurse agrees otherwise.

If a full-time or part-time nurse employed by the Hospital goes on PRN status, her seniority is broken even if there is no break in employment and she is re-employed as a full-time or part-time nurse. PRN nurses are not covered by, or subject to, any of the provisions of this Agreement.

**Section 8.** For twelve hour shifts “weekend” shall mean those shifts normally commencing at 7:00 p.m. each Friday and ending at 7:00 a.m. each Monday. For eight hour shifts, “weekend” shall mean those shifts normally commencing at 11:00 p.m. on Friday and ending at 7:00 a.m. each Monday. A nurse who works any two (2) scheduled shifts on any weekend shall be considered to have worked one (1) weekend. Further, a nurse who works one shift on each of two consecutive weekends shall be considered to have worked one (1) weekend. Conversely, a weekend off is having no shifts of work between 3:00 p.m. Friday to 7:30 a.m. Monday. Any nurse accepting a 7:00 p.m. to 7:00 a.m. position will mutually agree with the Hospital for Friday through Saturday or Saturday through Sunday as the consistent weekend shift.

**Section 9.** Members of nursing supervision may continue to provide temporary direct patient care in cases of emergency, instruction, assistance in times of high acuity levels, to provide relief for breaks or lunches, and to maintain their level of clinical competency, but no bargaining unit FTEs shall be permanently filled by a member of nursing supervision.

**Section 10.** The Hospital shall not permit any employee who is not a registered nurse to perform any duty which is limited by law to registered nurses.

**Section 11.** Whenever the female pronoun or adjective is used in this Agreement, it shall be deemed also to include the male, unless otherwise indicated.

**Section 12.** Bargaining Unit nurses shall wear the Hospital ID badge that displays their identification, while on duty, as “RN” in accordance with Hospital policy and requirements of the Ohio Board of Nursing. By January 1, 2019, the ID badge will not include the nurse’s last name.

**Section 13.** If a controlling interest in the Hospital is transferred, ONA will be provided with written notice no later than sixty (60) days following such transfer. Further, the transferee will be required to bargain with the ONA. No sale, transfer, lease, assignment, receivership or bankruptcy shall be used to evade the terms of this Agreement. The parties recognize that this commitment does not apply to any affiliation by the Hospital with any other health care provider.

**Section 14.** Nurses who hold positions covered by this Agreement and who from time to time perform supervisory duties shall be covered at all times by this Agreement.

**Section 15.** Nurses shall be eligible to receive any UH discretionary performance award or related bonus, per the terms and conditions of such UH bonus, if the bonus directly or indirectly relates to the performance of the Hospital and other non-unit employees of the Hospital are eligible to receive it. The decision to establish and pay any such bonus, and the terms and conditions of any such bonus are exclusively reserved to UH.

**Section 16.** Nurses shall participate in any employee referral bonus program implemented by UH pursuant to the terms of the program.

## **ARTICLE II**

### **Management Rights**

**Section 1.** The management of the Hospital, the control of the premises, and the direction of the nursing force are vested exclusively with the Hospital. The right to manage, includes, but shall not be limited to, the right to hire, transfer, promote, suspend or discharge nurses for just cause; to establish, revise and enforce reasonable rules of conduct, safety and efficiency; to determine the shifts and the number of hours to be worked by nurses; to determine staffing patterns; to determine or change all policies and procedures affecting patient care; to determine or change the methods and means by which its operations are to be carried on; and to carry out the ordinary and customary functions of management subject only to such restrictions and regulations governing the exercise of these rights as are expressly specified in this Agreement, provided that these rights shall not be used for the purpose of discriminating unlawfully against any nurse on account of membership in or activity on behalf of ONA.

**Section 2.** ONA, on behalf of the nurses covered by this Agreement, agrees to cooperate with the Hospital to attain and maintain full efficiency and maximum patient care, and the Hospital agrees to receive and consider constructive suggestions submitted by ONA toward these objectives.

## **ARTICLE III**

### **ONA Membership**

**Section 1.** All nurses are free to join or not join ONA. However, any nurse who is a member of ONA on the date that this Agreement is ratified, and any nurse who may thereafter join ONA shall, as a condition of employment, remain a member of ONA; provided however, that any nurse who is a member of ONA may resign such membership during the periods of November 25, 2018, through December 9, 2018, November 25, 2019, through December 9, 2019, and November 25, 2020, through December 9, 2020, by written notice to ONA and the Hospital. The parties further agree that nurses shall be informed of the rights provided to them under this Section 1 through the posting of a notice, in the form set forth in Appendix A which is incorporated herein by reference.

**Section 2.** ONA agrees that there shall be no solicitation of ONA membership or other recruiting activity of any type by any nurse during working time or at any time in patient care or patient access areas of the Hospital's facilities.

**Section 3.** The Hospital agrees to provide a newly employed nurse with a copy of this Agreement at the time of her hire and a letter of employment which identifies the nurses' date of hire and rate of pay. The cost of preparation of all required copies of this Agreement shall be borne equally by the Hospital and ONA.

**Section 4.** The Hospital agrees to deduct monthly ONA membership and Local Unit dues for the succeeding month in whatever sum is designated in writing by ONA and the Local Unit Chair, respectively, from the pay of a nurse upon the receipt of a voluntary written authorization (in the form set forth in Appendix B) executed for that purpose by the nurse. Deductions will be made from the pay earned during the second pay of the month. Membership dues will be mailed to ONA and Local Unit dues mailed to the Local Unit Treasurer by the 10th day of the month following the month of deduction.



The Hospital will furnish ONA and the Local Unit Treasurer, together with its check for dues, an alphabetical list of the names of all nurses for whom dues have been deducted. Deductions shall be made only for nurses authorizing both ONA membership dues and Local Unit dues deductions.

The alphabetical list provided to ONA and the Local Unit Chair shall also provide the names, addresses, and effective date of one (1) new hire, two (2) terminations, three (3) leaves of absence, four (4) layoffs and (5) changes to non-bargaining unit status.

**Section 5.** In the event the earnings of any nurse subject to Section 4 above is less than the amount authorized to be deducted, the Hospital shall not be obligated to make the deduction for such period in succeeding months, it being understood that ONA will arrange the collection of dues for any such month or months directly with the nurse.

**Section 6.** The Hospital's obligation to make any deductions required by this Article shall automatically cease upon the termination of the employment of any nurse who made such authorization or upon the transfer of any nurse to a position not covered by this Agreement or a nurse's resignation from ONA pursuant to Section 1 of this Article.

**Section 7.** The Association agrees to indemnify and save the Hospital harmless from and against any suits, claims, demands, liabilities, costs or expenses which may be incurred by or imposed upon the Hospital by reason or direction of a representative of ONA or taken by the Employer for the purpose of complying with any provision of this Article.

**Section 8.** Within thirty (30) days after ratification of this Agreement, the Hospital shall provide ONA and the Local Unit Chair with a list of all nurses covered by this Agreement, which shall include each nurse's address, telephone number, date of hire, classification, shift, seniority, the nurse's EIN number, and hourly rate. Quarterly and prior to any layoff thereafter, the Hospital shall provide ONA and the Local Unit Chair with a list of all nurses covered by this Agreement, containing the name, address, date of hire, rate of pay, and seniority of each nurse.

The Hospital shall provide ONA and the Local Unit Chair with a monthly list of new hires into bargaining unit positions, which shall contain the information required by the preceding paragraph. The Hospital shall also provide ONA with a monthly list containing the names of all nurses promoted, terminated, nurses who have had a name change, nurses with an address change, and nurses on leave of absence.

**Section 9.** Representatives of ONA may enter the Hospital for the purpose of meeting with Hospital representatives under the Grievance Procedure provided herein, and for such other scheduled meetings as the parties may agree. Such representative shall be subject to the regulations applicable to non-employees and to such other reasonable regulations as the Hospital may establish and shall not interfere with the work of any nurse in the operation of the Hospital.

**Section 10.** Within thirty (30) days of the ratification of the Agreement the Hospital will provide ONA with a large secured bulletin board in the service hallway. Notices of a political or controversial nature or notices critical of the Hospital or any individual, group, or institution shall not be posted. A copy of the notices posted shall be given to Human Resources. The bulletin board shall be used only for notices concerning meetings and other ONA business or social recreational or educational meetings.

**Section 11.** The Hospital agrees to provide a thirty-minute block of paid time during the first week of a newly-employed nurse's orientation for the Local Unit Chair or her designee to meet with the newly-

employed nurse to explain rights and obligations under this Agreement. Unless agreed upon otherwise, the thirty-minute block will be provided between 2:00 p.m. and 2:30 p.m. while the newly-employed nurse is in orientation at the UH Geneva Medical Center.

The Hospital agrees to provide the Local Unit Chair with a complete orientation schedule. The Hospital shall inform the Local Unit Chair of any changes to the orientation schedule as soon as possible.

The Hospital shall provide the Local Unit Chair with a thirty-minute block of paid time to explain rights and obligations under this Agreement to any nurse who has transferred from a PRN position to a part-time or a full-time bargaining unit nurse position. The Hospital shall provide this thirty-minute block of time within one week of the nurse being transferred to her bargaining unit position. The Local Unit Chair, or her designee, will meet with the newly-transferred nurse in a location and at a time mutually agreed upon with the Hospital.

**Section 12.** The Hospital's private dining room will be available for ONA Educational Programs upon approval of Human Resources or designee.

**Section 13.** The Hospital will credit a nurse on the negotiating committee with time lost from scheduled work due to negotiation sessions with the Hospital, up to the normal hours she would have worked for computing seniority and years of continuous service and benefits. Nurses shall be paid for all time spent in negotiations at their regular rate of pay.

## **ARTICLE IV**

### **No Strike – No Lockout**

**Section 1.** During the term of this Agreement, ONA shall not, directly or indirectly, call, authorize, encourage, finance and/or assist in any way, nor shall any nurse instigate or participate directly or indirectly in any mass resignation or concerted withdrawal of services, slowdown, walkout, work stoppage, sympathy strike, picketing or other interference with any operation or operations of the Hospital. Should any violation of this Article occur, ONA agrees to cooperate fully and completely with the Hospital during any such occurrence. ONA also agrees to take all actions within its power to prevent or terminate any violation of this Article.

**Section 2.** Any violation of Section 1 of this Article shall be cause for disciplinary action. Such disciplinary action shall not be subject to review upon any ground other than whether the nurse violated Section 1. In the event there is any mass resignation or other concerted withdrawal of services, slowdown, walkout, work stoppage, sympathy strike, picketing, or other interference with the Hospital's operations in violation of Section 1, neither party shall negotiate upon the merits of the dispute involved until such time as the illegal action is fully terminated and normal operations have been resumed.

**Section 3.** In the event any violation of this Article occurs, ONA shall immediately notify all employees that the mass resignation or other concerted withdrawal of services, slowdown, walkout, work stoppage, sympathy strike, picketing, or other interference with the Hospital's operations is prohibited by this Article and is not in any way sanctioned or approved by ONA. ONA shall also order all nurses to return to work at once.

**Section 4.** In the event that the Hospital believes that ONA or officer or agent or representative thereof, directly or indirectly, authorized, assisted, financed, encouraged, or in any way participated in any mass resignation or other concerted withdrawal of services, slowdown, walkout, work stoppage,

sympathy strike, picketing, or other interference with the operation of the Hospital, or ratified, condoned, or lent any support to any such conduct or action, the Hospital shall first notify ONA of said interference with its operations. If said interference with the Hospital's operations is not terminated immediately, the Hospital may forthwith submit this dispute as a grievance to arbitration by notice to the American Arbitration Association's Cleveland Regional Office, which shall immediately appoint an arbitrator to hear and decide the issue within twenty-four (24) hours of such notification. The arbitrator shall be empowered to grant injunctive and such other relief as he may deem appropriate, and ONA hereby consents to the entry by or on behalf of the Hospital of a judgment and order in any court of competent jurisdiction based upon the Arbitrator's award and for the purpose of permitting the Hospital to enforce and implement the award.

**Section 5.** The exercise or non-exercise by the Hospital of the rights granted to it under Section 4 of this Article shall not preclude the Hospital from the exercise of any other rights it may have in law or equity in the event of a violation of this Article.

**Section 6.** The Hospital shall not lock out any or all of its nurses during the life of this Agreement. For purposes of this Agreement, a lockout shall be defined as the temporary laying off of nurses solely as a means of bringing economic pressure to bear in support of the Hospital's collective bargaining position, and shall not include layoffs because of lack of work or disciplinary layoffs.

## **ARTICLE V**

### **Professional Relations**

**Section 1.** A Labor Management committee will continue to meet monthly. This Committee shall be comprised of no more than four (4) bargaining unit employees designated by ONA, two (2) of which will be the local unit chair and co-chair, an ONA staff representative, and no more than four (4) Hospital representatives including Human Resources and the Chief Nursing Officer.—The size of the Committee may be changed by mutual agreement. The purpose of the Committee shall be to provide a method of communication between the Hospital and the bargaining unit about resolving issues within the workplace which may impact nurses. The committee shall also discuss issues referred to it by the Nurse Practice Committee. The committee shall meet monthly at a mutually agreed upon date and time. Members designated by ONA who are scheduled to work at the time of the meetings shall be excused from work in order to attend.

**Section 1.1.** The Labor Management Committee shall not be empowered to alter or modify this Agreement. Bargaining unit nurses who serve on the Committee will be reimbursed at their straight time rate of pay. In no case shall the Committee discuss or consider any subject of a pending grievance or arbitration under this Agreement.

The Hospital and the ONA recognize that providing quality patient care is the utmost priority. The parties agree that nurses may provide input into decisions affecting the delivery of patient care and related terms and conditions of employment.

**Section 2.** Nursing Practice Council.

- (a) A Nursing Practice Council shall be composed of at least four (4) Hospital representatives, which shall include the Chief Nursing Officer or her designee, and up to ten (10) bargaining unit members four (4) of whom shall be selected by ONA with one

- (1) representative from each of the following areas: Med./Surg., OR/Surgery, ED and ICU.
- (b) The purpose of the Committee is to provide a method of communication and recommendation for the Hospital and the bargaining unit regarding matters of mutual concern and interest with respect to nursing practice and patient care. The Committee may review such areas as employee safety, staffing, provision and use of equipment, and the nurse's performance evaluation.
  - (c) The Nursing Practice Council will meet monthly. Bargaining unit nurses who serve the Committee will be reimbursed at their straight time.
  - (d) The Nursing Practice Council shall not be empowered to effect the change of any of the terms of this Agreement or any other matter affecting the employment relationship between the Hospital and any nurse. In no case shall the Committee discuss or consider any matter subject to the grievance and arbitration procedures of this Agreement.
  - (e) Majority recommendations of the Committee, together with dissenting views, if any, may be submitted in writing to the Chief Operating Officer for review and due consideration. Copies will be provided to the Chairman of the Board of Trustees and the Chief of the Medical Staff.
  - (f) Subject to the provisions of Section 4 of Article IX, nurses on the Nursing Practice Council will have the right to exchange scheduled days or time off in order to cover these assignments while attending Committee meetings.
  - (g) Either ONA or the Hospital may, with advance notice to the other, invite the voluntary presence of any person possessing specific expertise not available on the Committee who can assist in the presentation of views related to a matter under discussion.

### **Section 3.**

- (a) **Mandatory Training:** Mandatory in-services must be scheduled to accommodate all shifts and must be posted at least one (1) week in advance. At least one (1) mandatory in-service will be scheduled after 7:30 p.m. for each in-service if there is sufficient interest. To determine if there is sufficient interest, the Hospital will post a sign-up sheet one week in advance of the meeting in the Patient Care Coordinator's (PCC) office. If three (3) or more nurses sign-up for the session, a session will be scheduled after 7:30 p.m. Sign-ups must be made by 4:00 p.m. on the day before the session. In the event the session is cancelled, the hospital will personally notify any nurse who has signed up no later than 10:00 a.m. the day of the scheduled session. Attendance at mandatory education by each nurse is expected. Mandatory education may include Joint Commission requirements and other specified Unit and or Department training and education. A nurse who is absent from a mandatory training shall be excused without corrective action for approved leaves, vacation, or excused illnesses. Nurses who are required to attend mandatory programs during off duty hours will be compensated for time spent at the program at the appropriate straight time or overtime rate. Compensation for attendance at a mandatory training shall be at minimum of one (1) hour's pay, even if meeting is less than one (1) hour. Documentation of attendance at mandatory training will be maintained.

- (b) **Computer Based Learning:** The Hospital shall provide at least two (2) computers for nurses to utilize for computer based learning and CE use. These computers shall be at a location selected by the Hospital, away from patient care areas. Notification for mandatory training shall be provided one (1) week in advance. Mandatory education may include Joint Commission requirements and other specified Unit and or Department training and education. Nurses who complete mandatory programs during off duty hours will be compensated for time spent at the appropriate hourly rate. Overtime for Computer Based Learning will not be incurred unless approved in advance by the Nurse Manager. Documentation of attendance at mandatory training will be maintained.
- (c) **Continuing Education with Contact Hours:** The Hospital will provide continuing education programs to equal a total of at least twelve (12) contact hours for nurses each calendar year. These hours may include computer based modules and self study modules. These programs are available to assist the nurse in meeting licensure requirements. Mandatory in-service must be scheduled to accommodate all shifts and must be posted at least one (1) week in advance. The Hospital shall provide relief for nurses who are required during their shift to attend mandatory in services which are not taped.

The Hospital shall tape mandatory in services whenever feasible in order to provide an option for nurses who are unable to attend the service due to leave, vacation, or other means beyond the control of the nurse. All tapes will be stored for a reasonable period of time and available upon request to be viewed by a nurse.
- (d) The Hospital shall provide \$150.00 per RN per calendar year for fees, materials and expenses to attend non-required continuing education and in-service programs. The Hospital shall also pay a nurse attending such programs her regular straight time rate of pay for up to either (8) hours per calendar year. Such hours shall not count towards the computation of overtime.
- (e) The Hospital will accept and consider written suggestions for future in-service programs offered by bargaining unit members.
- (f) Required Computer Based Learning (CBL) will be available to all nurses at no cost.

**Section 4.** Each nurse shall be evaluated annually. Step increases, indicated in Appendix D of this agreement, will continue to occur on the nurse's anniversary date. An anniversary date is the date of hire into a bargaining unit registered nurse position giving the right of a nurse to continue in the employment of the Hospital and to exercise job rights under the terms and conditions of this Agreement. Each evaluation shall be done only by the Nurse Manager or designee having direct knowledge of the nurse's performance. The evaluation shall be written and a copy thereof shall be given to the nurse. By January 31<sup>st</sup>, annually the Hospital shall provide to each nurse a letter setting forth the nurses' anniversary date, rate of pay, and any credited years toward the wage scale. The nurse shall sign the evaluation solely to evidence receipt thereof and with the understanding that her signature does not necessarily indicate concurrence with the contents thereof. The nurse shall have the right to submit a written answer to any areas with which she is in disagreement and the evaluator will indicate receipt of this answer with her signature.

**Section 5.** Each nurse shall have the right to review her personnel file at any time, provided the review is in the presence of a Human Resource representative. The nurse shall give advance notice of her desire to review her file to Human Resources and a meeting shall be scheduled at a mutually

convenient time, in the presence of a Human Resources representative. Nothing contained in the file will be removed during this review; provided, however, that a nurse desiring a copy of any document contained in her personnel file may request a copy of the document.

**Section 6.** The Hospital recognizes the right of a nurse to adhere to the Code for Nurses adopted by the ANA in 1950, as amended, provided, however, that no interpretation of the Code by any nurse shall be applicable to the Hospital. The ANA Code of Ethics for Nurses is not a part of this Agreement. Since by law the Hospital is ultimately responsible for all patient care performed within its facilities, ONA agrees that neither the Hospital, its Administration, its employees nor its Medical Staff are subject to the ANA Code of Ethics for Nurses.

- (a) A nurse may decline to carry out a directive on the grounds that the nurse considers the directive to be either unethical or beyond the nurse's competency. If the Hospital determines that the directive was unethical or beyond her competency, the nurse shall not be disciplined. Any disciplinary action which may be taken may be processed as a grievance at Step II of the grievance procedure. If the grievance proceeds to arbitration, the arbitrator selected must be qualified, in the judgment of both the Hospital and ONA, depending upon the nature of the grievance, to determine whether the directive involved was ethical or within the competency of the nurse as the case may be. The decision of the arbitrator with respect to whether a particular nurse was competent to carry out a directive will be binding upon the Hospital, ONA, and the individual nurse. The decision of the arbitrator as to whether the directive involved was ethical will be binding upon all nurses, the Hospital, and ONA. In determining whether a directive was either ethical or within the competency of the nurse involved, the arbitrator will take into consideration all pertinent circumstances, including whether the situation was an emergency.
- (b) A nurse may be disciplined for conduct which the Hospital deems to be unethical or for assuming duties which the Hospital deems, to be beyond the nurse's competency, in which event the disciplinary action will be subject to the grievance procedure as provided herein.
- (c) In the event that grievances arising under this Section proceed to arbitration, it is understood that either party may introduce the ANA Code of Ethics for Nurses. The Code shall be one factor, together with all other relevant facts and circumstances, to be considered by the arbitrator under the provisions of this Agreement.

**Section 7.** Certification Pursuit Program

- (a) The purpose of the Certification Pursuit Program is to reward employees who voluntarily choose to develop skills and competences in their field through certifications and/or registries not required for their position. Employees can have up to two (2) active certifications covered by this program at anytime. Eligible employees will receive \$500 for their initial certification. Participating employees will receive a \$100 maintenance payment annually for each year they maintain the certification up to the maximum of two (2) active certifications at any time.
- (b) All full-time and part-time nurses who have successfully completed the initial probation period are eligible to participate.

- (c) Nurses who have received corrective action (corrective action shall be above a verbal discipline) in the previous twelve (12) months shall not be eligible to participate.
- (d) Certifications and registries must meet the following criteria:
  - 1. Must be obtained through a nationally recognized, accredited or professional body.
  - 2. Be a specialty certification or registry not required within the nurse's current position.
  - 3. Require a component of continuing education.
  - 4. Require a completion of an examination.
  - 5. Human Resources will have the current listing of approved certifications and registries.
  - 6. The nurse will receive the reward payment at the time the certification or registry is received. The subsequent maintenance payment will be made annually.
  - 7. If a nurse already holds an eligible certification or registry, they are eligible to receive an award payment once the information has been verified.

**Section 8.** The hospital shall approve an unpaid leave of absence for up to three nurses to attend ONA, ANA, or NFN conventions. No more than one registered nurse per department of the Hospital may be released at one time.

**Section 9.** If a nurse believes that her unit is short staffed at the beginning or during her shift of work based upon the staffing grid, she should immediately notify the nursing office/supervisor verbally. By the end of her shift the nurse should complete an ADO form and submit a copy to her supervisor, ONA local President, and fax a copy to the ONA. The nurse should provide as much information as possible through the ADO form. The supervisor will investigate such complaints and make every reasonable effort to correct such shortage. The results shall be reported to the Labor Management Committee.

**Section 10.** A copy of the Hospital's current Nursing Care Staffing Committee/Council Charter is provided in Appendix F of this Agreement. ONA understands the Charter may be amended as needed to remain consistent with Ohio Law. Any modifications of the Charter will be made available to the nursing staff. Nurse Practice Council shall have a standing agenda item regarding the Hospital's nurse staffing committee. Discussions shall concern staffing grids which consider staffing ratios, acuity, staffing mix, and safe staffing standards. The staffing plan shall be reviewed at minimum once annually and made available to staff upon request.

## **ARTICLE VI**

### **Grievance Procedure**

**Section 1.** For the purpose of this Agreement, the term "grievance" is defined as a dispute between the Hospital and ONA, or between the Hospital and a nurse concerning the interpretation and/or application of, or compliance with, any provision of this Agreement. All members seeking to file a grievance should first attempt to resolve the matter informally by discussing it with the Nurse Manager.

The grievant has the right to a union representative at every step/meeting of the grievance process. All grievance responses shall also be provided to the grievant within the process outlined in this Article. Grievances shall be processed in accordance with the following procedure.

Step 1. A nurse having a grievance must present it in writing on the form set forth in Appendix C to her Nurse Manager within seven (7) working days after the nurse had or reasonably should have had knowledge of the event upon which it is based. If the Nurse Manager is unavailable, the grievance may be presented to Human Resources. The grievance must contain a statement of the facts upon which it is based, the section of the agreement allegedly violated, and the remedy requested. The Nurse Manager shall give her answer to the grievance in writing within five (5) working days after receipt of the grievance.

Step 2. If the grievance is not satisfactorily resolved in Step 1, the grievance must be appealed in writing to the Chief Nursing Officer or Human Resources within five (5) working days after receipt of the Step 1 answer. The Chief Nursing Officer or her designee shall meet with the grievant and a Local Unit Representative, within five (5) working days after the appeal is filed. The Chief Nursing Officer or her designee shall give her answer in writing within five (5) working days after the meeting.

Step 3. If the grievance is not satisfactorily resolved in Step 2, the grievance may be appealed in writing to the Chief Operating Officer ("COO") or Human Resources within five (5) working days after receipt of the Step 2 answer. The COO and such a member of his staff as he may select, shall meet with the nurse, an equal number of Local Unit Representatives, and an ONA representative within ten (10) working days after the appeal is filed or pursuant to Section 7 of this Article. The COO or his designee shall give his answer in writing within five (5) working days after the meeting, and shall mail a copy to ONA in Columbus and provide a copy to the ONA local representative.

Step 4. If the grievance is not satisfactorily resolved at Step 3, either the ONA or the Hospital may submit their grievance to an impartial arbitrator for disposition under the rules and procedures of the Federal Mediation and Conciliation Service ("FMCS"). Notice of intent to arbitrate shall be made, in writing, to the non-moving party within fifteen (15) working days after the Chief Operating Officer has given his answer in Step 3 of this procedure. In addition, the moving party shall request a panel of arbitrators from FMCS within thirty (30) working days after providing notice. The failure to request a panel of arbitrators within thirty (30) working days after providing the other party with notice shall result in the grievance being resolved in accordance with the Step 3 answer. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The arbitrator shall not add to, subtract from or modify any of the provisions, terms, or conditions of this Agreement. The decision of the arbitrator shall be final and binding upon all nurses, the ONA and the Hospital. The arbitrator shall render his decision within thirty (30) days after the close of the hearing.

**Section 2.** Working days as used herein, shall not include Saturday, Sundays and contractually designated holidays. The counting of working days shall begin the first working day after a grievance is presented and/or a meeting has occurred. Any grievance not timely presented for disposition at Step 1 or not appealed within the time limits set forth in Section 1 shall not thereafter be considered a grievance under this Agreement. Any disposition of a grievance accepted by ONA or not appealed shall be final and conclusive and binding upon all nurses, the Hospital and ONA with reference to the individuals, dates and subject matter involved in said grievance. A grievance not answered by the



Hospital within the time limits set forth herein shall be considered a settlement of the grievance in favor of the grievant.

**Section 3.** The fees and expenses of the arbitrator, including the cost of the transcript (if jointly ordered), shall be borne equally by the parties, and each party will pay the cost of preparing and presenting its case to the arbitrator.

**Section 4.** Grievances may be processed at Steps 1, 2, and 3 during normal working hours without loss of pay, if there is no interference with the operational needs of the Hospital, or with the needs of patient care.

**Section 5.** Time limits set forth in this Article may be extended by mutual agreement of the Hospital and ONA.

**Section 6.** Grievances shall be filed at Step 2 of the grievance process when a grievance concerns a discipline of suspension or discharge or when the grievance is a group grievance which is a grievance which affects two or more nurses. Any such grievance which begins at Step 2 shall be presented in writing on the form set forth in Appendix C within seven (7) working days after the grieving party(ies) had or reasonably should have had knowledge of the event upon which it is based.

**Section 7.** The parties agree to a standing monthly meeting following Labor Management Committee each month in order to hear all third step grievances filed/processed in the previous month. If a grievant is not available, or if the Labor Management Committee meeting is not held, the grievance third step meeting will be scheduled within ten (10) working days following the cancelled Labor Management Committee date.

**Section 8.** In the case of a discharge or suspension, the Hospital will recognize a grievance timely initiated by the ONA where the nurse affected was unable to file a grievance due to discharge or suspension which prohibits the nurse from coming onto Hospital property.

## **ARTICLE VII**

### **Employment - Probation**

**Section 1.** In seeking new or additional nurses, the Hospital shall first offer employment to those of its nurses who are qualified taking into account skill, ability, and experience, to perform the available work and who are on lay-off status in accordance with the seniority provisions of this Agreement. Nothing herein contained, however, shall prevent the Hospital, in the event of an emergency, from recalling or employing anyone without regard to the provisions of this Section if immediate employment is necessary for health, care or safety of the patients in the Hospital, until such time as the recall provisions of this Agreement may be completed.

**Section 2.** There shall be no discrimination by the Hospital or ONA, against any nurse in any manner relating to employment because of race, color, creed, national origin, sex, age, marital status, military status, sexual orientation, genetic information, disability, or ONA membership or activity or lack thereof.

**Section 3.** The Hospital shall provide a pre-employment physical examination including chest x-ray and/or TB skin tests, and any required laboratory tests to each newly hired nurse at no cost to the nurse. The Hospital will provide all required medical screening and testing to employed nurses, at no cost to the nurse.

**Section 4.** Newly employed nurses and nurses re-employed after a break in continuous service as defined in Article X of this Agreement shall be considered on probation for a period of ninety (90) calendar days. During the probationary period, the Hospital may terminate the nurse at will and such termination shall not be subject to the Grievance Procedure contained in this Agreement.

**Section 5.** During the probationary period, a nurse shall have no seniority rights under this Agreement but at the end of the period, if retained in the Hospital's employ, the nurse's seniority shall be computed from the date of her payroll designation as a bargaining unit nurse.

**Section 6.** The Hospital's right to test applicants for alcohol/drug consumption shall remain unrestricted, including, but not limited to, the Hospital's selection of the testing facility, the number and nature of the tests to be used and the concentration levels deemed to indicate use of alcohol/drugs. No bargaining unit registered nurse will be subject to random drug testing. Testing for reasonable suspicion of drug or alcohol use shall be done confidentially and at no cost to the registered nurse.

**Section 7.** All newly hired UH nurses must be fingerprinted no later than their first day of employment. Background checks will be conducted on such nurses based on these fingerprints. Continued employment of such nurses is contingent on a criminal background check with successful results as defined by Ohio law. UH system transferred nurses will be required to submit to a background check, if not already completed at the current entity.

## **ARTICLE VIII**

### **Orientation**

**Section 1.** Because of the increased complexity of health care and changing patterns in the delivery of health care, all newly employed nurses shall participate in the following orientation program on a full-time basis.

**Section 2.** Orientation program.

The best orientation program for a newly employed nurse is one which is individually designed and modified as needed to meet the individual nurse's needs. The orientation of each nurse should be a flexible progressive process which will, upon completion, allow the nurse to be fully capable of performing any function required of her. The Clinical Educator, the Nurse Manager, the Preceptor and the Orientee will mutually agree upon the timeframe of an individual nurse's orientation.

**Phase 1.** During the first five (5) working days of a nurse's employment following the UH New Employee Orientation, System Nursing Orientation, and EMR Orientation, the nurse will be assigned to the Clinical Educator for basic nursing procedures not addressed in the above system orientations. During this time the nurse will also receive orientation on Hospital specific policies, basic C.P.R. (with certification during the orientation program) and standard operating procedures of the Nursing Department.

**Phase 2.** During this phase the nurse will be assigned to a preceptor on the respective unit on day shift to begin limited participation in patient care. The length of time of this phase will be determined on the basis of the nurses progress as determined by the Nurse Manager, Preceptor and Clinical Educator with the Orientee.

Phase 3. During the third phase of orientation the nurse will progress to the appropriate shift and continue to work under the direction of the preceptor. Weekly meetings will continue and the nurse will continue to assume responsibility for a full patient care assignment by the end of this phase. Weekly progress meetings will continue with the nurse, Preceptor and Nurse Manager. At the conclusion of the orientation period the orientation checklist will be reviewed and a plan to complete any additional needs will be determined. At this time, the nurse will move into the role of staff nurse and function as a member of the team.

Orientation for Phases 2 and 3 should take two (2) to six (6) weeks for completion based on experience of each individual nurse.

When possible, the Hospital shall provide a preceptor with written (email) notice at least forty-eight (48) hours in advance of working with a newly-employed nurse.

**Section 3.** During the Orientation Program, the orientation nurse shall wear a name tag to identify her status.

**Section 4.** At the end of her orientation, if a nurse has not become eligible for full participation, the orientation may be extended by the Nurse Manager and the Chief Nursing Officer upon request of the preceptor. Weekly conferences will be scheduled into orientation time.

**Section 5.** An orientation nurse shall not float from or be pulled off the area to which she is assigned for orientation purposes. To the extent practicable, such assigned orientee shall be with the same assigned preceptor.

**Section 6.** During her orientation period, the orientation nurse shall not be considered part of the unit staffing pattern.

**Section 7.** No nurse shall take charge during her orientation period. At the time the orientee has held a full assignment for four (4) weeks, the orientee, preceptor, and Nurse Manager or designee shall review the progress of the orientee, including any problems, areas for improvement, and goals and time frames, if appropriate. The meeting shall be documented and followed up in no more than four (4) weeks thereafter.

**Section 8.** The Hospital shall provide and pay all required fees and expenses for courses required for the nurse's individual position. Required courses shall be taken from the UH course offering if provided and with manager approval. No newly hired nurse or newly transferred nurse may be placed in charge before having taken the courses required by his/her position or if the taking of a course was recommended by the preceptor and Nurse Manager.

**Section 9.** Nurses without prior experience on a particular unit (excluding the medical-surgical unit) shall receive a two (2) week orientation before being assigned to work on the unit, except in case of an emergency. During the orientation the nurse shall function on a limited participation basis with an experienced nurse on the unit. A limited participation basis in this Article shall mean the orientee will be assigned a reduced patient assignment which shall be adjusted upward as the orientee progresses through her orientation unless the nurse consents otherwise. At the end of orientation, the nurse will receive an evaluation. At that time, if more orientation is needed it will be given. Once orientation is completed a copy of the orientation plan and evaluation will be given to the ONA local President or designee upon the request of the nurse. Nurses employed by the Hospital on date of ratification of this

Agreement who have not had experience in the medical-surgical unit shall receive a five (5) day orientation before being assigned to work the unit, except in case of emergency.

**Section 10.** Subject to the foregoing, the content and operation of the orientation program shall be the sole responsibility of the Hospital.

**Section 11.** All nurses will be required to be certified in AHA Healthcare Provider C.P.R. techniques, the classes for which will be provided by the Hospital. Review and recertification will be provided and paid for by the Hospital.

**Section 12.** Orientation to new equipment will be made available to a nurse before she is required to use it. This orientation will occur on paid time. Any in-services and/or training regarding such new equipment will be posted at least one (1) week in advance and will be scheduled to accommodate all shifts.

**Section 13.** All preceptors will be required to take the Hospital's preceptor course. No nurse shall be assigned preceptor duties until they have completed the Hospital's preceptor course, unless the nurse agrees otherwise. Preceptor courses will be posted. The Hospital will determine the number of individuals needed to be preceptors. A nurse must normally have a minimum of two (2) years' registered nurse experience at Geneva Medical Center to participate in the preceptor program, but management retains discretion to make exceptions to this experience requirement. The selection of the preceptor to orient a new nurse will be by the unit manager taking into account the preceptor's schedule and the continuity of training for the orientee. However, in no case shall a nurse be forced to work a night shift in order to precept an orientee unless the nurse consents to the change in shift to accommodate this purpose. If there is more than one (1) RN on duty, the preceptor will not be the charge nurse and not a team leader if possible. If necessity requires the preceptor be a team leader then a smaller number of patients will be assigned to the nursing team. The preceptor course will be offered system-wide. Individuals will be recommended by the departmental manager for participation in this course.

**Section 13.1.** A nurse may voluntarily leave the program by providing written notification to her Nurse Manager after a minimum of one (1) year of preceptor service is completed.

**Section 13.2.** The experienced nurse preceptor shall receive a one dollar and twenty five cents (\$1.25) per hour differential while she is actively orienting/precepting registered nurses, licensed practical nurses, or nursing students during externships and practicum's. A nurse must be active in the preceptor program and assigned to perform preceptor duties to receive the differential. The Hospital will require volunteers before assigning a nurse to perform preceptor duties.

**Section 14.** Orientation shall be a subject of discussion at Nurse Practice Council to develop or alter Hospital's Orientation Program as needed Any changes or modifications made to the Orientation Program which are not consistent with the recommended Orientation Program Guidelines will be first discussed with the Nurse Practice Council and, if not agreed to by the task force shall be submitted to and reviewed by the Labor Management Committee.

**Section 15.** Floating/Pull: A nurse may be assigned to a unit for basic patient needs when not in a primary staff nurse position on the assigned unit. Orientation to fire and safety policies applicable to the unit/shift will be provided by the resource nurse from the assigned unit. This shall occur when a nurse does not have the minimum qualifications of the unit where she is floated nor has she been cross-trained to the assigned unit. A nurse assigned for basic patient care will be introduced to shift staff members upon arrival when practical. The duties expected will include basic patient care, medication

administration, vital signs, emotional support, explanation of procedures, and documentation. The nurse will be co-assigned to another nurse and may also be assigned to clerical duties. When questions arise regarding the assignment of basic care, the floating nurse, the unit resource nurse and/or a Nursing Director should be contacted.

## **ARTICLE IX**

### **Hours of Work**

**Section 1.** The normal work schedule shall consist of eighty (80) hours of work performed in ten (10) eight (8) hour shifts during each pay period or seventy-two (72) hours of work performed in six (6) twelve (12) hour shifts each pay period or eighty (80) hours of work performed in eight (8) ten (10) hour shifts each pay period, which shall commence with the shift starting at 12 a.m. every other Sunday. Nothing contained in this Agreement shall be construed as a guarantee of any hours of work per day or per pay period for any nurse. Seventy (70) hours will be considered full-time for the purpose of all benefits.

**Section 2.** Scheduling and assignment of work, including shift times, overtime, weekend rotation and holiday rotation will be the sole responsibility of the Hospital. The Hospital will attempt to rotate weekend, shift and holiday duty among all nurses within a unit and shift except where the needs of patient care, changes in facilities or methods, or the unavailability of qualified nursing personnel prevent it from doing so. Subject to the operational needs of the Hospital and the needs of patient care, the Hospital will take into consideration a nurse's preference as to the selection of shifts and days off. Except in cases of emergency or as otherwise provided in this Agreement, a nurse shall not be required to work other than her normal shift.

**Section 3.** Effective February 18, 2018, work schedules, with shift vacancies, shall be posted for six (6) week periods at least ten (10) days in advance of the period covered by the schedule.

- (a) When preparing the initial work schedule to be posted, the Hospital shall first offer available work to full-time and part-time nurses before PRN employees. For two (2) weeks all full-time and part-time nurses shall self-schedule their FTEs. The manager in each department will then have one (1) week to finalize the FTE schedule and create a vacancy list. Full-time and part-time nurses will then have one (1) week to sign up for additional hours not to exceed a total of forty (40) hours per week on the vacancy list.
- (b) A list of the remaining vacancies will then be posted in the Clinical Supervisor's office for sign up. During the first five (5) days of the ten (10) day posting of the initial work schedule, PRN's up to 12 hours per nurse per week may sign up for vacancies ("holes") in the initial schedule. The Hospital will then offer available vacancies and work to full-time and part-time employees for the remaining five (5) days before the start of the schedule.
- (c) PRN's will be required to work one (1) holiday per year.
- (d) Full-time and part-time nurses shall have scheduling preference over PRN and agency nurses in the selection of shifts with respect to the initial six (6) week schedule. This selection process shall be on the basis of seniority, provided however, the initial selection of shifts shall not result in overtime payments as required by this Agreement.

- (e) The Hospital will notify individuals before the start of the schedule if sign-up time is denied. Deviation from the posted schedule may be made by the Hospital, in writing to nurse or nurses involved, in order to meet its operational needs. The Hospital shall give notice of any such changes to nurses affected as far in advance, in writing, to nurse or nurses involved as circumstances reasonably allow and shall first seek to arrange the necessary changes voluntarily.

**Section 4.** Nurses shall be permitted to exchange days off, and weekend and holiday duty, provided that both nurses notify the Nurse Manager or Shift Supervisor of the proposed change in writing at least twenty-four (24) hours in advance and she agrees to such change. Such exchanges shall be permitted provided that both nurses are qualified to perform all work involved and that such exchange will not result in the payment of overtime to either nurse involved during that pay period unless the overtime shift had previously been approved. In such a case, the overtime nurse may exchange with an overtime nurse and may not be denied as a result of the payment of overtime.

**Section 5.** The normal work shifts shall be eight (8), ten (10), or twelve (12) hour shifts.

**Section 6.** The Hospital will attempt to staff the various nursing units in such a manner that nurses may be scheduled off every other weekend; to the extent it can reasonably do so, subject to the needs of patient care as determined by the Hospital. Should a nurse fail to work a scheduled weekend for any reason, the Hospital may reschedule the nurse to work a future weekend on which she would not otherwise have been scheduled to work based upon its scheduling needs. Nurses shall not be scheduled for more than two (2) consecutive weekends or twenty-six (26) weekends in a calendar year. Nurses working in excess of the twenty-six (26) weekends in a calendar year-which was not a result of a request, a make-up, or a trade will be paid time and one-half (1 1/2) for all such excess weekend hours as defined in Article I, Section 8.

Nurses working in excess of two (2) consecutive weekends, which was not a result of a request, a make-up, or a trade, will be paid time and one half (1 1/2) for all such excess weekend hours worked as defined in Article I, Section 8, for the third weekend and consecutive weekends worked thereafter, excluding nurses who choose to work an every weekend option schedule.

**Section 7.** All nurses shall be allowed a thirty (30) minute meal period on each shift worked without pay. If a nurse works through her meal period after requesting relief from her Nurse Manager or Clinical Supervisor, the Nurse Manager will mark on the exception log, "no meal period" and the nurse shall be paid for that time worked at her appropriate rate of pay. Subject to the provisions of Section 9 of this Article, any nurse desiring to leave the Hospital premises during her meal period must notify her shift supervisor as early as possible on her shift. The nurse must swipe out when she leaves the premises and swipe back in upon return. The nurse shall be permitted to leave the Hospital premises unless, prior to commencement of the meal period, the supervisor otherwise directs the nurse to remain on the premises.

**Section 8.** Nurses will be allowed two (2) fifteen (15) minute break periods during each eight (8) hour shift of work and three (3) fifteen (15) minute break periods during each twelve (12) hour shift of work without loss of pay. Each unit shall establish a system for nurses to provide notification of taking her break.

**Section 9.** Upon arrival and departure, each nurse is required to swipe her time and department worked on the time keeping system utilized by the Hospital. In addition, it is the nurse's responsibility to include any paid time off hours on the exception log, including reason, i.e., PTO, low census, personal. If a nurse should leave the Hospital for any reason prior to the completion of a shift, the exception log

must be marked and she must swipe out at the time of her departure, and, if she thereafter returns to the Hospital, the exception log must be marked again and she must swipe back in when she again commences work.

**Section 10.** Time spent by a nurse in attendance at any meeting which is required by the Hospital as a condition of employment shall be counted as hours worked for all purposes under this Agreement, including overtime compensation.

**Section 11.** The Hospital shall maintain a list of qualified part-time nurses and laid off nurses who have stated in writing a willingness to work additional hours in the clinical supervisor's office for each unit. Should a Shift Supervisor determine that additional hours of work are required on any unit due to an emergency, the absence of a nurse, for vacation relief or to fill a vacancy temporarily pending the permanent filling of the vacancy under the provisions of this Article, the Hospital shall first seek the additional hours required from among the nurses on the list.

**Section 12.** Nurses scheduled to work more than five (5) consecutive days without a day off shall be compensated thereafter at time and one-half (1-1/2) for each day worked, or portion thereof, until granted a day off. If a nurse requests to work more than five (5) consecutive days without a day off and such request is granted, she shall not receive the benefits provided in this Section 12.

**Section 13.** Twelve (12) Hour Shifts.

- (a) With agreement of the affected nurses and ONA, the Hospital may establish a three (3) day, twelve (12) hour work schedule on particular nursing units. A weekend option schedule may also be established on particular nursing units.
- (b) Benefits provided shall be modified for nurses working a three (3) day, twelve (12) hour work schedule as follows:
  - 1. Nurses hired by December 10, 1992, to work three (3) twelve (12) hour shifts each week, will be paid a total of forty (40) hours and considered a full-time nurse for benefits. Nurses hired after December 10, 1992 or nurses transferred from other status to twelve (12) hour status will work three (3) twelve (12) hour shifts each week and will be paid a total of thirty-six (36) hours and considered a full-time nurse for benefits. Nurses who work three (3) twelve (12) hour shifts each week will be considered to have worked a total of forty (40) hours for purposes of calculating seniority.
  - 2. Seniority and paid time off will be accrued upon the hours paid.
  - 3. Overtime will be considered any hours worked over forty (40) hours in one (1) week exclusive of the half-hour unpaid lunch.
  - 4. Paid time off days, jury duty and bereavement pay shall be modified to provide that the maximum daily payment would be twelve (12) hours or thirty-six (36) hours per week. When taken as a full week, PTO days will be paid at forty (40) hours for thirty-six (36) hours used for nurses on twelve (12) hours before December 10, 1992 and paid thirty-six (36) hours for thirty-six (36) hours used for nurses hired on twelve (12) hours after December 10, 1992, and will be paid at forty (40) hours for nurses working four (4) ten (10) hour shifts.

5. A nurse must work thirty-six (36) hours in a one (1) week period to qualify for forty (40) hours of pay if on twelve (12) hour shifts before December 10, 1992. If a nurse uses paid time off during a week due to illness, she will be entitled to take paid time off up to forty (40) hours for that week. However, paid time off will continue to count as time worked for seniority and benefit purposes.
6. Nurses on twelve (12) hour shifts shall be scheduled off every other weekend as per contract. The nurse and the Hospital may mutually agree, however, that the nurse will work two (2) of her weekly shifts every weekend.
7. Unless mutually agreed, if a nurse worked two (2) weekend shifts, her third shift shall be scheduled on a Tuesday, Wednesday, Thursday or Friday.
8. If three (3) twelve (12) hour shifts are scheduled or worked consecutively, a minimum of two (2) days off must follow unless agreed to by the nurse.
9. Nurses currently on eight (8) hour shifts shall continue to be scheduled as per contract.
10. Twelve (12) hour nurses shall be allotted one (1) thirty (30) minute unpaid lunch break and three (3) fifteen (15) minute paid breaks.
11. A nurse who calls off because of illness may elect to use twelve (12) hours of paid time off and/or work a twelve (12) hour shift that she otherwise would have been scheduled off, with mutual agreement. Such additional shift worked shall not entitle a nurse to overtime pay. The call off will still be recorded as an unscheduled absence.
12. Nurses working twelve hour shifts should only switch schedules with other nurses working twelve hours shifts. (Switch must be approved by the supervisor.) Nurse may opt to take four (4) or eight (8) hours of paid time off.
13. Nurses hired on twelve (12) hour shifts after December 10, 1992 shall be given the option of working an extra four (4) hours per week when available.
14. A holiday for a nurse on twelve (12) hour shifts shall be a twelve (12) hour day.

#### **Section 14.**

- (a) Low census days off may be taken at the direction of the Hospital. Any affected nurse who is placed on low census shall have the option of taking PTO for hours not worked or going unpaid for such hours and such low census shall be for the entire scheduled shift unless the RN agrees otherwise. However, nurses who volunteer for low census and who have more than 200 hours of PTO and with the low census hours, if unpaid, will work fewer than their FTE hours, must use PTO for the remainder of that shift. In such case, the nurse shall not be on call during such hours. At the discretion of the supervisor, nurses affected by low census may also be required to do one of the following:

- Float to a cross trained department, if available.



- Be floated as an extra pair of hands with no assignment
  - Go to another department to be cross trained
- (b) Low census hours taken, and on call hours due to low census, shall count toward a nurse's seniority accrual and also count toward her full-time and part-time status.
- (c) Low census hours shall be handled by the following procedure:
1. Scheduled agency nurses will be cancelled first.
  2. Scheduled overtime for the day will be cancelled.
  3. Nurses on the "volunteer for low census list" will next be called off for the day.
  4. PRN nurses will be sent home or cancelled. If no nurse from such list can be utilized, volunteers from the day or shift will be requested for days off.
  5. If no volunteer can be found, a nurse will be given all or part of a day off on a rotating basis starting with the least senior nurse.
  6. If possible, scheduled overtime or extra time (e.g. shifts scheduled by PRN's and extra shifts scheduled by part-time nurses) for the rest of the week will be offered to the nurse taking low census to make up for lost time.
  7. Any overtime worked prior to a low census situation will not be effected by a low census day. No nurse will be given a low census day off later in the week just because of prior overtime work
  8. On-call volunteers will be solicited from nurses taking low census days off (on-call pay will be given as per Article XX, Section 3). If no volunteer can be found to cover on-call, then the least senior on low census days off will be mandated to take on-call status.
  9. Nurses will be called one and one-half (1 1/2) hours prior to the shift for which she is given a low census day off. If she is called less than one and one-half (1 1/2) hours prior to the start of the shift, she will not be mandated to take on-call status.
  10. If the on-call nurse is called off one and one-half (1 1/2) hours prior to her shift, but cannot be reached by her Nurse Manager, then a note will be left at the time clock by the employee entrance informing her not to swipe in and to check with the Clinical Supervisor or Nurse Manager to see whether she is mandated to on-call status.
  11. An agency RN will not displace a full or part-time RN as a result of low census, unless a full-time, part-time or PRN RN volunteers to take the shift off.

**Section 15.** To maintain competency for call time in the OR/Outpatient procedures, a full time nurse must work at least 16 hours in the OR/procedures per month and at least 6 hours for part time nurses. Each nurse must rotate through the positions within the department within a reasonable amount of time to maintain on-call competency. Concerns regarding the application of this rotation should be brought to the attention of the manager and the Chief Nursing Officer. Affected nurses shall communicate to the manager regarding the need to obtain hours.

**Section 16.** No nurse shall be mandated to float to any other UH facility.

## **ARTICLE X**

### **Seniority**

**Section 1.** Seniority, for the purpose of this Agreement, shall only mean time spent in a bargaining unit position, unless otherwise specified in this Agreement. Seniority shall be computed on the basis of the total number of hours paid and low census days as a registered nurse, unless otherwise specified in this Agreement.

**Section 2.** Seniority shall be broken when a nurse:

- (a) Quits, resigns or retires;
- (b) Is terminated for just cause;
- (c) Exceeds an approved leave of absence;
- (d) Is absent for three (3) consecutive working days without notifying the Hospital, unless satisfactory excuse is provided;
- (e) Fails to report after recall from layoff within three (3) working days after notification, unless satisfactory excuse is provided;
- (f) Is laid off for twelve (12) consecutive months; or
- (g) Is on sick leave for twelve (12) consecutive months.

**Section 3.** Thirty (30) days after ratification of this Agreement, the Hospital shall prepare a seniority list as of the ratification date, which shall show the seniority of each nurse in the bargaining unit. The seniority list shall be posted in the Clinical Supervisors Office and on the employee bulletin board. A nurse who believes that her seniority shown on the list is incorrect must make objection in writing to the Chief Nursing Officer within two (2) weeks after the seniority list is posted, or in the case of a nurse who is on vacation or leave of absence when a seniority list is posted, within two (2) weeks after her return to active employment. Otherwise, she shall be bound by the information on the list and shall not thereafter be permitted to challenge her seniority as shown thereon.

**Section 4.** The seniority list provided for in Section 3 above shall be updated by the Hospital quarterly to set forth the total paid and low census days, unless otherwise specified in this Agreement, to each nurse since the ratification date of this Agreement. Each updated list shall be posted in accordance with the provisions of Section 3 above, and the challenge provisions set forth therein shall apply.

**Section 5.** Should the Hospital decide to temporarily reduce the nursing force within a particular unit and/or shift for a period not to exceed fourteen (14) calendar days, such temporary layoff shall be effected by seeking voluntary time off from among the affected nurses. It shall then offer the affected nurses vacant assignments on other units on nights and days they normally work or are willing to work and for which they possess the skill, ability and experience to perform the work. If the required reduction cannot be effected in this manner, then temporary layoffs shall be made from among the nurses employed on the affected unit or shift with the least senior nurse who has not been laid off in the contract year. The Hospital shall rotate up through the seniority system in each unit or units affected until all such nurses have been laid off in a contract year, at which time the rotation process would start again during such contract year provided that the Hospital shall have the right to retain those nurses having the skill, ability and experience as determined by the Hospital to perform the remaining work satisfactorily and efficiently, and provided further that the nurses who remain shall be required to work as scheduled by the Hospital, so that the Hospital's staffing patterns and needs as determined by the Hospital, shall be adequately met. Any nurse so laid off will be given a minimum of twenty-four (24) hours advance notice of such layoff. Nurses laid off under this Section shall be recalled to work, in accordance with their previously established schedule, and shall be given at least eight (8) hours notice of recall. Nurses affected by such layoffs may take paid time off in lieu of layoff. The Hospital shall provide twenty-four (24) hour notice to ONA Bargaining Unit leadership and the ONA assigned representative regarding action taken by the Hospital under this provision.

**Section 6.** Should the Hospital determine that a reduction in the nursing force, other than a temporary reduction, is necessary, the Hospital shall first seek volunteers for layoff from the affected unit(s). If further reduction in force is necessary, layoffs shall be made in the inverse order of bargaining unit seniority on the effected unit, with probationary employees being laid off first, provided in all cases that the remaining nurses shall have the skill, ability and qualifications to immediately perform the work required satisfactorily and efficiently, and provided further that the nurses who remain shall be required to work as scheduled by the Hospital, so that the Hospital's staffing patterns and needs, as determined by the Hospital, shall be fully met. Nurses involuntarily laid off under this Section shall be given at least a seven (7) day notice. The Hospital shall provide a seven (7) day notice to the ONA Bargaining Unit leadership and to the ONA assigned representative regarding involuntary action taken by the Hospital under this provision. A non-probationary nurse who is involuntarily reduced or whose job is eliminated may take a vacant position for which she is qualified that has been approved to be filled, but remains unfilled through the normal job process; the affected nurse may elect to displace the least senior bargaining unit nurse in any unit on any shift, provided that she can perform the job in question; or the affected nurse may elect to be temporarily assigned, at the Hospital's discretion, to another position within the Hospital for which she is qualified.

**Section 7.** Recall from layoffs effected under the provisions of Section 6 above shall be in the inverse order of layoff, that is, the last nurse laid off shall be the first nurse recalled, subject in all cases to the standards and procedures set forth in Section 6.

**Section 8.** Nurses being recalled to work after layoff pursuant to Section 6 above shall be notified by the Hospital by certified mail sent to each nurse's last known address as shown on the Hospital's personnel records as of that date and she shall have three (3) calendar days, excluding Sundays and holidays as defined in the Agreement, from receipt of the notice within which to report to work. It shall be the responsibility of each nurse to keep the Hospital's personnel department informed of her current address and telephone number.

**Section 9.** For purposes of this Article, a vacancy shall be defined as a permanent opening in any unit or any shift, where the Hospital has increased the number of regular positions available or where an opening occurs in a position which the Hospital desires to fill, or by recommendation of the Nurse Practice Council and the Hospital has declared the position to be vacant.

**Section 10.** Vacancy announcements shall state the unit and shift on which the vacancy exists, qualifications required, and the date the bidding will be closed. Such vacancy notices shall be provided to the ONA President or her designee on the first day of posting using the UH email system. Such notice shall remain posted for seven (7) calendar days. Nurses who wish to be considered for the vacancy shall apply by the end of the bidding period. A nurse may change her bid or cancel her bid before the end of the bid period without penalty. Within five (5) working days after the posting period has closed, the position shall be awarded to the most senior applicant who possesses the skill, ability, and experience to perform the duties of the position. If no applications have been made, or if none of those seeking the position are qualified, the position may be filled by hiring from the outside. Any internal applicant who is denied the position will be notified the Hospital as to the reasons why she was not selected. Any nurse who is on an approved FMLA leave at the time of the bidding process and has a reasonable expectation that she can return to work from her leave may bid on the open position and shall be considered for said position, as if she were actively working.

**Section 11.** The Hospital may temporarily transfer a nurse for a period not to exceed ninety (90) calendar days from one area/unit and/or shift to another in cases of emergency, or to fill the position of a nurse who is absent or on approved leave of absence, or to provide vacation relief scheduling, or to fill a vacancy temporarily pending permanent filling of such vacancy in accordance with this Article. When a temporary transfer is required, the Hospital shall first seek a volunteer on the area/unit and shift from which the temporary transfer is to be made. If there is no volunteer, the Hospital shall temporarily transfer the junior nurse possessing the qualifications required for the area/unit to which the transfer is to be made.

**Section 12.** Should a nurse take a position outside of the bargaining unit, her seniority, as defined by Article X, Section 1, shall be frozen for one hundred eighty (180) days. Should the nurse continue in this position, she shall be considered, for all purposes of this Agreement, to be a new hire.

## **ARTICLE XI**

### **Corrective Action**

**Section 1.** The Hospital shall have the right to discipline or discharge any nurse for just cause. The Hospital recognizes the following corrective actions:

1. Confirmation of Counseling.
2. Warning.
3. Suspension (with or without pay)/or final warning.
4. Discharge.

Corrective action shall normally proceed in this progressive sequence.

**Section 2.** A nurse shall have the right, at her request, to the presence of a Local Unit Representative at any meeting of an investigatory nature which may lead to corrective action against her, or at any meeting in which corrective action is to be taken against her, provided that a Local Unit Representative is available at the time that the meeting is held. If no Local Unit Representative is available, the nurse may request the presence of another bargaining unit member. The Hospital will advise a nurse of her rights to representation under this Section.

**Section 3.** A nurse who is to be disciplined shall be given a copy of the corrective action notice at the time such action is taken against her, and shall be required to sign the notice acknowledging receipt thereof, with the understanding that her signature does not necessarily indicate concurrence with the contents thereof.

**Section 4.** The Hospital recognizes the right of a nurse to appeal corrective action taken against her through the grievance procedure provided for in this Agreement, including the reasonableness of any work rule relied upon in taking the action. Any grievance protesting corrective action taken must be filed at Step 2 of the grievance procedure within five (5) working days after the action was taken, or the grievance shall be void as untimely.

**Section 5.** The Local Unit Chairperson shall designate in writing to the Chief Nursing Officer those bargaining unit members authorized to act as Local Unit Representatives in connection with the processing of grievances. The Chief Nursing Officer shall be advised in writing of all changes. The Hospital shall not recognize as a Local Unit Representative any bargaining unit member not so designated.

**Section 6.** In the case of a discharge or suspension, the Hospital will recognize a grievance timely initiated by ONA where the nurse affected was unable to file a grievance within the time limit provided herein because of circumstances beyond her control.

**Section 7.** Corrective action shall be reviewed, maintained and removed from a nurse's personnel file on a twelve (12) consecutive month basis. Corrective action shall be removed from a nurse's personnel file in twelve (12) months from the date of the corrective action. If a nurse receives another corrective action before her twelve (12) consecutive month period has been completed the nurse will progress to the appropriate step on the corrective action system pursuant to the Hospital Policy and a new twelve (12) month consecutive period will begin to run from such date.

- (a) Two separate tracks of corrective action shall be applied (1) performance, (2) time and attendance.
- (b) The Hospital may retain, in a separate file from a nurse's active personnel file, all incidents of corrective action. Such inactive corrective action records shall not be available to be used by the Hospital as a basis for further corrective action. Inactive corrective action records may be utilized by the Hospital, as required by law, including use for risk management purposes and in grievance and arbitration proceedings, if the Union or a nurse argues, as defense or as a mitigating factor, to any potential corrective action, the nurse's work record or tenure of employment at the Hospital.

**Section 8.** The Hospital may request a test of a nurse for substance abuse but shall be restricted to situations where the Hospital has just cause to suspect that a nurse is intoxicated or under the influence of drugs or alcohol while on duty. The testing provided herein shall be conducted pursuant to the terms of Article VII, Section 6 of this Agreement.

**Section 9.** The Hospital Employee Assistance Program (EAP) is a voluntary program which provides, among other things, assistance to nurses in need of financial, emotional, psychological, or marital counseling assistance. All participation by a nurse in the program shall remain strictly confidential without details shared with the Hospital.

**Section 10.** Administrative leave shall be implemented at the Hospital's discretion in response to incidents which present a potential threat of harm to a staff member, patient, or the nurse or in similar circumstances presenting risks to safety, operational order, or compliance with legal requirements. The time spent on administrative leave shall provide the Hospital time to investigate and reach a conclusion regarding such potential threats or risks. Unless the Hospital concludes that disciplinary action, extension of leave (medical or otherwise), or transfer is warranted, the nurse shall, at the conclusion of the leaves, be returned to her previous unit, shift, and FTE status with all other benefits and seniority restored to the nurse. A nurse put on administrative leave shall be provided a written explanation of the reason for the leave as soon as practicable.

## ARTICLE XII

### **Termination of Employment**

**Section 1.** A nurse who resigns shall give the Hospital at least two (2) weeks written notice in advance of her termination date. All resignations shall be addressed to the Nurse Manager or designee.

**Section 2.** In all cases of termination, the nurses may request an interview with the Chief Nursing Officer or the Chief Operating Officer, and/or the Chief Nursing Officer and the Chief Operating Officer may request a meeting with the nurse.

**Section 3.** A nurse giving the notice required by Section 1 above shall be permitted to work the complete notice period or the hospital may pay the nurse in lieu of working the complete notice period.

**Section 4.** Payment of Earned Vacation and Personal Time Upon Termination. Upon an employee's termination of employment due to resignation or lay-off, earned vacation and personal days will be paid in the employee's last paycheck. Additionally, the employee shall be required to work the notice period as scheduled, that is, shall not request time off with or without pay during that period. Notice period shall be defined as the period starting with notification of the Nurse Manager or designee of resignation and ending with the termination date.

**Section 5.** Hours placed in to a nurse's STD supplemental account will be paid out in the employee's last paycheck.

## ARTICLE XIII

### **Overtime**

**Section 1.** Nurses shall be paid one and one-half (1 1/2) times their regular straight-time rate of pay for all hours worked which exceed forty (40) hours in the work week.

Overtime shall be authorized by the shift supervisor. Overtime payments shall not be duplicated for the same hours worked.

**Section 2.** For purposes of calculating overtime compensation, credit shall be given only for hours actually worked by the nurse and mandatory meetings required by the Hospital.

**Section 3.** Subject to the work scheduled language in Article IX, Section 3, vacancies shall be offered in the following order: PRN (up to 12 hours per nurse per week), full-time and part-time, then back to PRNs. No nurse shall be denied an extra shift beyond her regularly-scheduled shifts on the initial schedule because it results in overtime payments as required by this Agreement. Extra shifts in addition to shifts designated on the initial schedule shall be granted, based on seniority, if there are multiple requests for the same shift on an equitable unit rotation basis.

**Section 4.** Sixteen Hour Rule – Once the schedule is in effect and the Hospital requests a nurse to fill a hole which results in a sixteen (16) hour shift, the nurse will be paid overtime for all hours over twelve (12).

## **ARTICLE XIV**

### **Paid Time Off (PTO)**

**Section 1.** Purpose

Paid Time Off is provided to address the needs of nurses to rest, recover from illness and injuries, take vacations, celebrate holidays and attend to personal business. Paid Time Off (PTO) allows nurses flexibility in planning and scheduling time away from work. However the Hospital must ensure that its commitment to uninterrupted delivery of quality patient care cannot be compromised. Therefore, PTO must be applied for and approved before it can be taken.

**Section 2.** Definitions

- (a) Paid Time Off (PTO) - a method of providing paid time off from work.
- (b) Short-Term Disability (STD) - a benefit that provides for approved claims between the 14th and 180th calendar day for a disability due to sickness or injury subject to the provisions of Section 7 of this Article.
- (c) Straight time rate - a nurse's base rate of pay, not including overtime, on-call pay, or shift differentials.
- (d) Temporary status - a nurse with a status other than full-time or regular part-time. A temporary nurse may be from an agency or hired directly by the Hospital and titled PRN.

**Section 3.** Eligibility

- (a) All regular full-time and part-time nurses are eligible for PTO hours.
- (b) Temporary status nurses are not eligible for PTO.
- (c) Nurses shall begin to earn and accrue PTO beginning with the first pay period after hire and shall become eligible to use PTO hours beginning with the first pay period after ninety (90) days of continuous employment. If a temporary status nurse changes to regular status she shall earn and accrue PTO beginning with the first pay period after her status

change and shall be eligible to use PTO beginning with the pay period following the first 90 days of continuous employment after the status change occurred.

**Section 4.** Procedures

(a) Scheduled Time Off

1. While nurses may use PTO hours for any reason, it must be requested, approved and scheduled as far in advance as possible. At the beginning of each calendar year, nurses will be asked to schedule time off in full or partial week increments. Time off in amounts less than one (1) week should be requested, approved and scheduled as far in advance as possible to allow for time to plan and schedule department services.
2. Scheduled time off must be requested and approved before it can be taken.
3. PTO need not be accrued at the time of request; however, the nurse must be able to accrue the total amount of PTO being requested prior to the posting of the schedule which contains the dates being requested off.

(b) Unscheduled Time Off

1. Unscheduled time off means that a nurse has not received pre-approval from her supervisor to take time off.
2. Unscheduled time off may be used for unexpected illness and unexpected personal emergencies.
3. Unscheduled time off is to be reported by the nurse according to Departmental Standards and Procedures.

(c) PTO hours are only transferable to other nurses in accordance with section 13 of this Article.

(d) Nurses will not be paid PTO if PTO hours are not available.

(e) PTO hours cannot be used in the pay period in which they are earned and accrued.

(f) PTO hours may be used in tenths (.10) of an hour.

(g) A PTO day is equivalent to the nurse's regularly scheduled hours.

**Section 5.** PTO Allowance Eligibility

- (a) PTO is credited each pay period. The number of PTO hours is upon a nurse's seniority. Paid time off will be earned on a prorated basis in accordance with the following:



| <b>Ratio Hours Earned<br/>Per Hour Work</b> | <b>Hours Earned Per Year<br/>(1.0 FTE/40 hrs week)</b> | <b>Years of<br/>Continuous Service</b> |
|---|--|--|
| .09615                                      | 200  | 0 but less than 2                      |
| .11539                                      | 240  | 2 but less than 3                      |
| .11923                                      | 248  | 3 but less than 4                      |
| .12308                                      | 256  | 4 but less than 5                      |
| .12692                                      | 264  | 5 but less than 6                      |
| .13077                                      | 272  | 6 but less than 7                      |
| .13462                                      | 280  | 7 but less than 8                      |
| .13846                                      | 288  | 8 but less than 9                      |
| .14230                                      | 296  | 9 or more                              |

- (b) The maximum amount of PTO a nurse may accrue is 1X the yearly PTO Hours Allowance defined in Section A above. Once the maximum is reached, no further PTO hours will accrue until PTO hours are used to drop below maximum.

| <b>PTO HOURS NOT ACCRUED ON:</b>                          | <b>PTO HOURS ACCRUED ON:</b>          |
|---|---------------------------------------|
| Unpaid FMLA, Medical and Personal leave                   | Regular hours paid                    |
| Overtime  | Jury Duty                             |
| Short Term Disability                                     | Bereavement                           |
| STD Supplemental used while on STD or paid at termination | Scheduled PTO                         |
| Long Term Disability                                      | Unscheduled PTO                       |
| Stand-By/Call In-Hours/On Call                            | Complaint Resolution Awarded Back Pay |
| Shift Differential  | Miscellaneous Hours                   |
| Final PTO Payout  | Paid Low Census Hours                 |
| Severance Pay   | Unpaid Low Census Hours               |

## **Section 6.** Holiday Usage of PTO Hours

- (a) The following days are Hospital designed holidays for holiday pay purposes:

|                  |                  |
|------------------|------------------|
| New Years Day    | Labor Day        |
| Memorial Day     | Thanksgiving Day |
| Independence Day | Christmas Day    |

- (b) Payment for Holiday Time:

All regular full-time and part-time nurses regularly scheduled to work on a day which a Hospital holiday falls, must use PTO hours to cover the normally scheduled hours (i.e., the department is closed because of a holiday occurring on a Wednesday; nurses regularly

scheduled for 4, 8, 10, or 12 hours on Wednesday must use 4, 8, 10, or 12 PTO hours, respectively, for the holiday).

1. **Full-time/Part-time Nurses**  
Regular full-time/part-time nurses who work on a Holiday listed in Section 6A will be paid for hours worked on the holiday at time and a half.
2. **New Nurses**  
During the first ninety (90) days of employment (initial employment period), a newly hired nurse shall not be eligible to be paid PTO pay on a holiday. A nurse in her initial employment period, however, shall be paid time and one-half for all hours worked on the holiday.
3. **For pay purposes a holiday shall start at 11 p.m. on the day before the holiday and end at 11 p.m. on the day of the holiday.**

(c) **PTO Balances**

A nurse's PTO hours must be applied to time off requested by a nurse before the nurse is eligible to be placed on an unpaid personal leave except when a nurse is on FMLA and may retain two 2 weeks of PTO.

(d) **Staffing On and Around Holidays**

Nurses scheduled to work the day before, the day of, and/or the day after a Hospital-designated holiday who fail to work one or more of those scheduled shifts will be able to use PTO hours for payment of the shift(s) missed but will also receive an occurrence of absence pursuant to Hospital Policy.

**Section 7.** PTO Hours in Workers' Compensation Cases

A nurse who is unable to work due to injury/illness covered by Workers' Compensation laws will be paid as follows during the period she is absent from work.

- (a) At the option of the nurse who has filed a Workers' Compensation claim for an injury or illness, she may choose to use accumulated PTO hours (paid at straight time). If the nurse is unable to work due to her injury or illness she may elect to wait for the BWC reimbursement which would start on the eighth (8th) day of the disability once approval has been received, in lieu of using PTO time.
- (b) On the 8th consecutive calendar day of disability, the nurse will be reimbursed in accordance with the policy and procedures of the Bureau of Workers' Compensation after a claim has been initiated, investigated, reviewed and approved.

**Section 8.** Payment for PTO Hours

- (a) PTO hours are paid at the straight time rate.
- (b) The use of PTO hours is not considered time worked for purposes of computing overtime.

- (c) Nurses must exhaust PTO before requesting unpaid time off except when a nurse is on FMLA leave and may retain two (2) weeks of PTO.
- (d) Two times each year a nurse may sell 8, 16, 24, 32, 40, 48, 56, 64, 72, or 80 PTO hours at the current rate of pay, if that amount of hours is available. A nurse may sell her PTO hours during the month of May and again in the month of November. Should a nurse choose to sell PTO hours in May and/or November, at least sixteen (16) hours must remain in the nurse's PTO bank. The sold portion will be paid to the nurse in her paycheck in thirteen (13) equal payments or in one lump sum check. If a nurse chooses to receive payment in a lump sum for the portion of PTO hours sold in May, every attempt will be made to pay the nurse no later than the following June 30. For the portion of PTO hours sold in November, every attempt will be made to pay the nurse no later than the following January 15. In the event the UH System adopts a policy of selling PTO more than once a year, the dates established by the UH System may be applied to this Section, after notice and discussion with the Union.

**Section 9.** PTO Benefits at Termination

- (a) A terminating nurse (including discharge) will be paid for all earned and unused PTO less any balance due to the Hospital from the nurse.
- (b) The nurse's estate will receive payment for earned and unused PTO if the nurse dies after initial employment period.

**Section 10.** Scheduling Vacation Pre-approved PTO

- (a) Pre-approved PTO may be used as available and may be scheduled for the periods of January 1 through December 31 of each year. During the designated request period each nurse will have one week per the seniority list, to schedule two (2) weeks of vacation time. A week is defined as either 36 or 40 hours or three (3) twelve (12) hour shifts or five (5) eight (8) hour shifts respectively. The time may be taken as one (1) week or two (2) full weeks or partial weeks. Same department/same shift cannot overlap normal weekends to work. Weekdays can overlap by one (1) twelve (12) hour shift or two (2) eight (8) hour shifts. Any pre-approved vacation time must use PTO.
- (b) Requests for PTO usage that conform with the requirements in this Article will not be arbitrarily denied. The Hospital shall not arbitrarily block dates available to utilize PTO. Vacation requests between December 15 and January 2 may be limited to one RN per day/per department. For the Med Surg Department, vacation requests from January 3 through May 31, and from September 1 through December 14, may be limited to a total of six shifts per week; for vacation requests from June 1 through August 31, vacation requests may be limited to a total of five shifts per week. The Hospital also may not arbitrarily set a limitation on the number of PTO days which may be used on weekend days.
- (c) Each year, no later than the end of August, the Nurse Staffing Committee/Council may address any issues with vacation scheduling. The ONA and the Hospital may modify the manner vacations are scheduled, by written mutual agreement.

(d) Vacation Calendars

On September 1 of each calendar year, there will be seven (7) vacation calendars circulated every five (5) days. After five (5) days, the calendar must be passed on to the following persons mail box by 3:00 p.m. If the person scheduled to receive the calendar does not receive it on time, it is her responsibility to call the previous person to obtain the calendar. The calendars will be returned to the Chief Nursing Officer or designee by October 15 for approval.

The Chief Nursing Officer or designee will review the vacation request and post the vacation schedule by October 31. The seven (7) calendars will be placed back in circulation by November 1. Each nurse will be permitted no more than three (3) days to schedule additional time. The calendars will be returned to the Chief Nursing Officer or designee by November 15 for approval. The Chief Nursing Officer or designee will review the second vacation request and post that vacation schedule by December 31.

1. OP/OR
2. ED 7 a.m. – 11 p.m. and 7 p.m. – 7 a.m.
3. Med/Surg 7 a.m.-7 p.m., 7 p.m.-7a.m.,
4. ICU 7 a.m.-7 p.m., 7 p.m.-7 a.m.,

**Section 11.** Non Vacation Schedule PTO

PTO for individual days that were not requested during the pre-scheduling period identified in Section 10(a) of this Article may be requested in writing prior to scheduling request deadline for that schedule. No more than one nurse per unit, per shift may be off on scheduled PTO or pre-approved PTO at one time.

If a nurse is requesting to schedule PTO during a time that another nurse has pre-approved PTO or a more senior nurse has requested that same time off, the nurse may be granted PTO provided that she has obtained coverage by a qualified PRN nurse or another qualified RN.

If the nurse works another day in place of that scheduled day, the nurse may not use PTO for that day. A nurse shall not be permitted to use PTO to be paid in excess of the time the nurse was scheduled to work.

**Section 12.** Unscheduled PTO

A nurse who calls in to take an unscheduled day off is required to use PTO time for that day off. A nurse who is taking an unscheduled day off must notify her Nurse Manager or the Clinical Supervisor at least two (2) hours prior to her starting time, unless the onset of an illness or the occurrence of the injury make it impossible for her to do so, in which case she will notify her Nurse Manager or Clinical Supervisor as soon as possible.

**Section 13.**    Donation of Paid Time Off

- (a) Employees may donate accumulated PTO or vacation hours to another employee who is unable to work due to a personal illness, or to care for a spouse, son, daughter or parent who has a serious health condition.
- (b) Employees may transfer PTO or vacation hours to another employee at the same entity in which they work.
- (c) Employees wishing to donate PTO or vacation hours to another employee must do so on a strictly volunteer basis.
- (d) Employees who donate PTO or vacation hours, the transfer of time may not be returned.
- (e) Old saved vacation banks at entities that have converted to PTO cannot be used to donate hours.
- (f) Employees may not solicit or distribute lists for donated PTO or vacation hours.
- (g) The employee donating PTO or vacation hours is not entitled to a charitable donation on his/her tax return for the amount donated, as the PTO is being donated to an individual, not a charitable organization.
- (h) In order to donate PTO hours, employees must meet the following criteria:
  - 1. Regular full-time or part-time status employee who has completed his/her initial employment period.
  - 2. Have a minimum of forty (40) hours in his/her PTO or vacation bank following the donation, regardless of employment classification (e.g. full-time or part-time).
- (i) In order to receive PTO or vacation donation, employees must meet the following criteria:
  - 1. Regular full-time or part-time status who has completed his/her initial employment period.
  - 2. Current accrued PTO or vacation hours cover less than the employee's regularly scheduled hours per pay.
  - 3. Has an approved Family Medical Leave or Medical Leave of Absence.
- (j) Procedure
  - 1. If an employee wishes to donate PTO or vacation hours, he/she must complete a PTO Donation Form. PTO Donation Forms are available on the intranet and in the Human Resources Department.
  - 2. Donations must be made in whole hour increments.

3. The completed form must be submitted to HR within five (5) days prior to the recipient's next pay ending date. Any requests not received within this time will be processed with the next regular scheduled pay.
4. The HR Department will evaluate and approve the eligibility of the employee to receive donated time and the eligibility of the employee donating time.

**Section 14.** Should the UH policy on donation of Paid Time Off change to include any other leaves of absence, the additional leaves would also be made available to the nurses in this Agreement.

## **ARTICLE XV**

### **Holidays and Holiday Pay**

**Section 1.** Designated Holidays. The Hospital shall pay nurses at the rate of time and a half for hours worked during the six (6) designated holidays. The six (6) designated holidays are:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas

**Section 2.** For pay purposes for all full-time and part-time nurses and PRN employees, the holiday begins at 11 p.m. on the day before the holiday and ends at 11 p.m. on the day of the holiday.

**Section 3.** Holiday Scheduling. Scheduling of employees to work holidays shall be the responsibility of the Nurse Manager according to the procedure established within their departments. Holidays shall rotate yearly. No nurse shall have their holiday rotation changed in the event any nurse calls off one or more of his/her scheduled holidays. In the event a nurse calls off on one or more of his/her scheduled holidays, they will be required to work the same holiday or holidays in the following year. Effort should be made to distribute work on holidays as equally as possible.

**Section 4.** Any full or part-time nurse who is scheduled to work on a fixed general holiday set forth above and whose services are not required by patient care needs shall be placed on call. Further, the nurse shall be considered to have worked the general holiday for purposes of the holiday rotation. If a nurse is placed on call for a holiday, she is then moved to the bottom of the on-call list for the next holiday.

**Section 5.** If the holiday falls on a nurse's scheduled day off and the nurse works the holiday, the nurse has the option to request an additional day off in that work week so as to limit her hours to her regular FTE status.

## ARTICLE XVI

### Bereavement

**Section 1.** Upon notification to the department head, a nurse who has successfully completed her initial employment period (90 days) with the Hospital, will be granted time away from work, with pay, for the purpose of bereavement and to attend the funeral of an “immediate family member.” The following are considered “immediate family members”: nurse’s spouse, same sex domestic partner, step-grandparent, grandparent-in-law, step-brother, step-sister, aunt, uncle, niece, nephew, first cousin, child, parent, step-parent, step-child, grandparent, grandchild, parent-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, or daughter-in-law.

**Section 2.** Bereavement may be granted for a period of up to three (3) scheduled work days between the date of death and through the second day following the funeral or memorial service. Discussion with the immediate supervisor will determine the number of days off up to three (3) bereavement leave days. The bereavement days are separate from the vacation and sick banks and therefore will not be deducted from those banks. Should the funeral be held more than two hundred (200) miles from Geneva, the nurse attends the funeral, two (2) additional days off without pay will be granted.

### **Section 3.**

- (a) Pay for bereavement leave will be calculated at the straight-time rate and will not be used for computing overtime.
- (b) A nurse may request time off in addition to the time provided for in Section 2 to attend the funeral of a family member not included in Section 1. PTO time must be used for this time off if available and approved.
- (c) When a death occurs in the immediate family and more time than is provided for in Section 2 for bereavement leave is required, the nurse can request to utilize PTO time, vacation time, and if such time is not available from such bank, request personal time. The department head must approve such requests for a specified amount of time.

**Section 4.** Time off granted under this Article will not count as an occurrence of absence under the Attendance Policy.

## ARTICLE XVII

### Medical Leave of Absence

**Section 1.** Family and Medical Leave Act - FMLA leaves of absence shall be provided as set forth in the Family and Medical Leave Act as amended, and the Hospital FMLA policy. See Appendix E for the Hospital policy as it applies to bargaining unit members. The Hospital and Union agree that the Hospital may make any changes necessary to comply with federal law.

### **Section 2.** Non-FMLA Eligibility

A leave of absence separate from the FMLA leave of absence, on appropriate application by a nurse may be granted by the nurse’s Department Head to a nurse who has successfully completed her initial employment period and:

- (a) Does not meet the minimum employment requirements for an FMLA leave of absence (1,250 hours); or
- (b) Does not qualify for an FMLA leave of absence pursuant to the requirements of the statute and its implementing regulations (1 year of employment); or
- (c) Does qualify for an FMLA leave of absence, but must be on leave longer than the twelve (12) work weeks provided by FMLA leave.

**Section 3.** Advance Notice and Medical Certification

When a medical leave of absence can be planned in advance, the nurse must provide at least thirty (30) days notice to her Department Head. This notice must be documented on the Request for Leave of Absence form. It is the responsibility of the nurse to obtain medical certification from her physician/health practitioner stating, with specificity, the medical reason for the leave request and the projected date of return to work. Such information shall be included on the Physician/Health Practitioner Certificate form and submitted to the Human Resource Department as soon as the need for leave is known.

**Section 4.** The Length of Medical Leave

The duration of a given leave of absence will be limited to the length of the nurse's illness as directed by the nurse's physician/health practitioner. The maximum amount of leave granted under the Medical Leave of Absence will be:

Twenty-six (26) work weeks less the number of weeks of FMLA leave taken by the nurse during the immediately preceding twelve (12) month period. Example: A nurse who has taken six (6) weeks of FMLA leave during the immediately preceding twelve (12) month period must take a medical leave for elective surgery.

26  
- 6 In this example, the nurse would be eligible for  
20 weeks Medical Leave

In all cases, the total period of leave(s) granted will not be for more than twenty-six (26) weeks. The above provisions, with regard to leave of absence for health reasons, also apply to cases involving industrial accident/illness which have been certified by the State of Ohio Bureau of Workers' Compensation.

The nurse is responsible for keeping her Department Head updated as to the status and length of her medical leave of absence.

**Section 5.** Extending the Medical Leave of Absence

If a leave of absence is to be extended beyond the projected ending date, it is the responsibility of the nurse to make application for extension by furnishing an additional Certification of a Physician/Health Practitioner to Human Resources Department prior to the ending of the current leave of absence.



**Section 6.** Paid Leave of Absence

A nurse must use any available PTO time during an approved medical leave of absence, unless the nurse is on an approved FMLA leave in which case the nurse may reserve two (2) weeks of PTO based on her FTE level, or an approved short term or long term disability plan, in which case the nurse shall utilize the appropriate supplement payment

**Section 7.** Benefits

If the medical leave of absence is paid through the Hospital payroll, then the nurse will maintain the current premium for medical and dental benefits as if she remained an active nurse. Coverage may be continued at a cost of the full Hospital monthly premium rate for a nurse on an unpaid status. While on unpaid status, the monthly premium payment must be made by mail, pursuant to directions communicated to the nurse by the Hospital's Human Resources Services Department, no later than thirty (30) days following the first of the month in which the coverage is desired.

**Section 8.** Reinstatement after a Medical Leave of Absence

- (a) When a nurse is able to return to work, the nurse is responsible for submitting a Return to Work Authorization Request form which includes a physician's medical return to work clearance to the Hospital's Human Resources Department at least two (2) work days before the requested return to work date.
- (b) Where the leave of absence is for more than forty-five (45) calendar days the Hospital cannot guarantee that the same or similar position and shift will be open and available when the nurse is able to return to work.
- (c) When a nurse's medical leave of absence is (i) in excess of forty-five (45) consecutive calendar days; (ii) is not an FMLA leave; (iii) said leave has ended; and (iv) a position in the same job classification and department is not available, then the nurse will be placed on lay off status as provided for in Article X of this Agreement.
- (d) When a nurse's leave of absence has elapsed and the nurse has not provided additional supporting medical documentation to either continue the leave of absence or return to work, the nurse will be taken off Hospital's payroll and her employment terminated.

**ARTICLE XVIII**

**Jury Duty and Witness Leave**

**Section 1.**

- (a) Non-probationary nurses, regardless of the shift to which they are assigned, who are required to serve jury duty or to testify as a witness in their capacity as a registered nurse on the Hospital's behalf, will be released from their current schedule on those days which they are required to serve and shall be paid the difference between the fee paid for such service and an amount equal to the straight time pay for the pay period involved, to a limit of eight (8) hours per day for eight (8) hour nurses, ten (10) hours per day for ten (10) hour nurses, and twelve (12) hours per day for twelve (12) hour nurses and forty (40) hours per week for a period not to exceed ten (10) days in any calendar year. A nurse

scheduled to work night shift shall have the option of being released either the shift before or following the jury or witness duty.

- (b) To be eligible for jury or witness duty pay, a nurse shall notify her supervisor immediately upon receipt of a notice to serve on said jury or appear as a witness, as soon as possible, and shall submit to the Hospital a statement of the court attesting to such services and submit to the Hospital a copy of the voucher attesting to the amount of any fees received for such services.
- (c) Nurses on paid jury or witness duty leave shall report for scheduled work on those days when the court is not in session.
- (d) Jury duty is not available to nurses who volunteer for jury or witness duty, or are called to be a witness by any party other than the Hospital.

**Section 2.** Time spent on jury duty and approved witness leave shall count for benefit accrual and seniority but shall not be utilized for overtime calculation purposes.

## **ARTICLE XIX**

### **Education, Military, Personal and Professional Leaves of Absence**

#### **Section 1.** Educational Leave of Absence

- (a) Nurses requesting an education leave of absence must have a minimum of twelve (12) continuous months of service before an Educational Leave of Absence request can be filed.
- (b) Educational leave(s) of absence may be granted to eligible nurses who wish to participate in a program which relates to their current position or prepares them for a future position within the Hospital.
- (c) The maximum amount of leave, without pay, for educational purposes that will be granted for each request is nine (9) months. Approval of an educational leave of absence is at the discretion of the department manager and is based on staffing requirements, the nurse's work record, the job relatedness of the course, and the nurse's length of service.
- (d) Where an educational leave of absence is in excess of thirty (30) consecutive, the Hospital cannot guarantee that the same or similar position or same shift will be open and available when the nurse is able to return to work.

#### **Section 2.** Military Leave of Absence

- (a) Entering the Armed Forces
  1. A nurse will be placed on military leave of absence, without pay, when entering any of the Armed Forces.
  2. Such a nurse will be reinstated without the loss of seniority or accrued benefits, providing the nurse returns to employment within ninety (90) days of her

discharge or transfer to inactive status, or within one (1) year, if hospitalized for a service connected disability.

3. A nurse returning from military leave of absence must be qualified to perform the duties of her former position. If disabled during military service and unable to perform the duties of her former position, the nurse may be assigned to the nearest comparable job she is qualified to perform.
4. The Hospital will reinstate a nurse following military leave of absence up to a maximum of five (5) years from the time the leave begins, or as otherwise required by law.
5. A nurse will be reinstated after military leave of absence only if she has satisfactorily completed the period of active duty and has a certificate to that effect.

(b) Reserve Military Training

1. A nurse will be granted a leave of absence, without pay, when engaged in military reserve training and/or ordered to active duty by Federal or State authority.
2. In cases where required reserve duty exceeds ninety (90) days of active duty, the nurse will come under the provision of Section 2a above.
3. In cases of ninety (90) days or less of active duty, the nurse must return for employment within seventy-two (72) hours after release from military duty to protect seniority and other accrued benefits, or as otherwise required by law.

(c) Military Leave

1. The Hospital will provide unpaid military leaves of absence to employees who serve in the uniformed services, as required by applicable federal and state laws. The nurse must notify her Director as soon as practicable after she becomes aware of the need for military leave, unless such notice is otherwise excused by law.
2. The Hospital will provide military caregiver leave and military service related "qualifying exigency" leave in accordance with the FMLA. The Hospital may require certification of the need for both types of service member leave.

**Section 3.** Personal Leave of Absence

- (a) A nurse may be granted a leave of absence, without pay, for compelling personal reasons upon application and approval of her Department Head. Approval of such a leave is based on staffing requirements, a nurse's overall work record, and length of service. All earned and accrued PTO time must be taken before requesting a personal leave.
- (b) The maximum amount of leave for personal reasons a Department Head may approve in any anniversary year is based on the nurse's length of service.

|   |         |
|---|---------|
| During 1st year of employment             | 1 week  |
| During 2 <sup>nd</sup> year of employment | 1 month |

|   |          |
|---|----------|
| During 3 <sup>rd</sup> year of employment | 2 months |
| Over 3 years of employment                | 3 months |

- (c) Personal leave requests in excess of those provided for in Section A above must be approved by the President or designee.
- (d) A nurse employed by the Hospital for less than three (3) consecutive calendar years shall have her position held for her return forty-five (45) consecutive calendar days from the commencement date of her personal leave of absence. A nurse employed by the Hospital for more than three (3) consecutive calendar years shall have her position held for her return ninety (90) consecutive calendar days from the commencement date of her personal leave of absence. If the nurse is on personal leave of absence longer than the above time periods, the Hospital cannot guarantee that her same position and shift will be available to her on her return from personal leave of absence.

**Section 4.** Professional Leave

The Hospital may upon request approve an unpaid leave of absence for one or more nurses to attend ONA or ANA conventions or other similar meetings based upon staffing needs.

**Section 5.** Nurses who misrepresent facts in order to obtain a leave on the basis of such misrepresentation are subject to corrective action by the Hospital up to and including discharge. No nurse granted leave under this Article shall accept other employment during the period of her leave, unless otherwise approved in advance by the Hospital.

**Section 6.** The transitional work program is to provide a temporary work assignment for an employee who has lost time due to illness or injury and whose specific restrictions do not allow the employee to return to his/her regular position. This may include an employee who has been medically cleared to return to work with restrictions after a period of disability; be under medical work restrictions, defined by his/her health care provider, rendering him/her unable to perform regular duties without having missed any time from work.

A nurse's eligibility, conditions of continued participation in the transitional work assignment program, and termination from the program shall be pursuant to the terms of the UH Geneva Medical Center Policy.

A nurse in the transitional work program shall maintain her regular rate of pay and benefits while in the program. If a nurse is temporarily assigned to a non-bargaining unit position under this program, she shall retain all rights and obligations of bargaining unit membership.

**Section 7.** The Hospital and the Ohio Nurses Association each recognize the mutual responsibility to abide by the Americans with Disabilities Act (ADA). The Hospital may take actions necessary to comply with the ADA. To the extent that such action conflicts with a provision of this Agreement, the Hospital shall notify the Ohio Nurses Association and meet to discuss the conflict.

## ARTICLE XX

### Wages

**Section 1.** Bargaining unit nurses shall be paid in accordance with their length of continuous service in accordance with the wage schedule set forth in Appendix D to this Agreement.

**Section 2.** The Hospital shall pay a shift differential for hours worked on the evening and night shift based upon the parameters set forth in this Section.

- (a) The following boundaries apply when determining whether work is performed during the day, evening, or night shift. These boundaries apply whether work is performed on a weekday or weekend.
  - 1. Day shift: 7:00 a.m. – 2:59 p.m.
  - 2. Evening shift: 3:00 p.m. – 10:59 p.m.
  - 3. Night shift: 11:00 p.m. – 6:59 a.m.
- (b) For the purposes of this Section, a weekend is considered all hours between 3:00 p.m. on Friday and 6:59 a.m. Monday.
- (c) Weekday shift premiums.
  - 1. The Hospital shall pay a shift differential of two dollars and fifty cents (\$2.50) for all weekday hours worked between 3:00 p.m. and 10:59 p.m.
  - 2. The Hospital shall pay a shift differential of three dollars and fifty cents (\$3.50) for all weekday hours worked between 11:00 p.m. and 6:59 a.m.
- (d) Weekend shift premiums.
  - 1. The Hospital shall pay a shift differential of four dollars (\$4.00) for all weekend hours worked between 3:00 p.m. and 10:59 p.m.
  - 2. The Hospital shall pay a shift differential of five dollars (\$5.00) for all weekend hours worked between 11:00 p.m. and 6:59 a.m.
- (e) Payment of Shift Differential
  - 1. All evening shifts which begin at 3:00 p.m. or after will receive shift differential. In addition, any shifts that begin before 3:00 p.m. and extend past 8:36 p.m. will receive shift differential for the time between 3:00 p.m. and the end of the shift.
  - 2. Night shift differential will be paid on all hours worked within the night shift boundary.

**Section 3.** Nurses who are designated to be "on call" shall be paid three-dollars (\$3.00) an hour for all hours on call. An "on-call" nurse who is called in to work shall be guaranteed a minimum of three (3) hours worked and be paid one and a half (1-1/2) times her regular rate of pay for all hours worked. On-call pay shall cease when the nurse is called in and begins working. A nurse shall be on call for the nurses regularly scheduled shift - (8) hours for eight hour shift registered nurse, ten (10) hours for ten hour shift registered nurse, or (12) hours for twelve hour shift registered nurse. A nurse on call who is ill or injured and must report off and follows the call off provisions of this Agreement shall be relieved from the nurses' on call duty.

Nurses' on-call shall be available to report to the Hospital within forty-five (45) minutes after being called. Nurses who fail to respond to a call in accordance with this Section shall receive no on-call pay for the shift in question. Repeated failure by a nurse on call to respond to a call shall be grounds for corrective action.

OR: Should an OR nurse be called into work from on call between the hours of 11:00 p.m. and 7:00 a.m. the nurse shall have the option to request time off work if such shift falls within eight (8) hours of the end of the on call shift worked. Such time off shall not count against the nurse as an absence or subject the nurse to discipline pursuant to any terms of this Agreement. No nurse shall be permitted to work more than sixteen (16) consecutive hours of work.

**Section 4.** A nurse who is scheduled to work shall be provided with at least four (4) hours of work or pay at the appropriate rate if she reports at the scheduled time, unless she has been notified not to report for work, or unless the nurse, at her own request or due to her own fault, is not put to work or is removed after having been put to work.

**Section 5.**

- (a) A nurse who is called into work when she is not regularly scheduled who is not in on-call status under Section 3 above shall be provided with at least four (4) hours of work or pay at the appropriate rate including any differential if she reports to work and eight (8) hours of pay if she reports and works more than four (4) hours but less than eight (8). To the extent practical, a nurse who is called into work at other than her regularly scheduled time shall be given at least one (1) hour's notice in advance of the requested reporting.
- (b) Nurses may sign up for partial shift time on a volunteer list and if they have signed the list, they will be considered to have voluntarily waived 5(a). Should the nurse end up staying longer than four (4) hours, she will be paid time and a half (1-1/2) for the first two (2) hours worked. If she works more than two (2) hours but less than four (4), she will be paid time and a half (1-1/2) for the first two (2) hours and straight time for the third and fourth hour even though she works less than four (4) hours. Should the nurse end up staying longer than four (4) hours, she will be paid time and a half (1-1/2) for the first two (2) hours and straight time for the rest of the hours worked but is not guaranteed eight (8) hours as she is in (a). If they have not signed the list, a waiver form will be made available.

**Section 6.** When a designated nurse relieves a Clinical Supervisor, she will receive a relief differential of seventy cents (\$.70) per hour for all such hours worked.

**Section 7.** The Hospital shall have the right to require any nurse to work on any designated holiday. The designated holidays are New Year's Day, Memorial Day, Independence Day, Labor Day,

Thanksgiving Day, and Christmas Day. Any nurse who works on a designated holiday will be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for hours worked. A nurse who works on a designated holiday will have the option of drawing an equal amount of PTO for the hours actually worked. The holiday pay provisions of this Section shall be effective on three (3) consecutive shifts commencing at 11:00 p.m. on the evening preceding the day established by law.

**Section 8.** The Hospital may credit a newly employed nurse with up to fifteen (15) years of credit with respect to her starting rate of pay as set forth in Appendix D. For purposes of this Section, experience credit shall be defined as having been actively employed as a Registered Nurse in a hospital setting or acute care skills and abilities experience within the two-year period immediately preceding her hire date by the Hospital and the prior experience is comparable to the position being filled. Newly hired nurses with prior hospital or acute care skills and abilities experience credited shall be placed at the step level in Appendix D comparable but not more than the level of experience credited. (Example: Nurse A has twelve years of hospital or acute care skills and abilities experience within two years of hire, the Hospital hires her at the ten year step. Nurse A must work in the bargaining unit for a continuous five years before Nurse A move to the fifteen year step in Appendix D.

**Section 9. Gap Incentive Program**

The Gap Incentive Program provides UH management with a solution to staffing in the short term when vacancies make it necessary to encourage current staff members to pick up additional shifts over and above their normal schedules.

(a) Approval Process

1. The Gap Incentive can be implemented when vacancy rates for the department impacts the ability to appropriately staff the department. Vacancy rate figures include open budgeted positions, FTE leaves, PTO (both scheduled and unscheduled) and volume changes based on budget and approved staffing patterns.
2. Department heads must request the implementation of the Gap Incentive for their departments and obtain approval from the senior executive.
3. The department head will designate which shifts will be eligible for the Gap Incentive premium and if an employee who works the additional shift is eligible for the Gap Incentive premium.

(b) Eligibility

1. Hourly incentive pay shall be paid to a Registered Nurse who works hours beyond her FTE status in a given week.
2. Approved and pre-scheduled PTO and low census PTO hours shall count in determining whether a nurse has met her FTE status requirement in a work week.
3. Unscheduled PTO (e.g., call-offs) hours shall not count and the Gap Incentive premium will not be paid for additional shifts where total hours worked for the week did not meet the employee's regular FTE schedule due to unscheduled PTO. A Gap Incentive shift worked in the same week as an unscheduled PTO shift will

be converted to a regular shift, as the employee is no longer eligible under the program criteria for Gap Incentive.

(c) Gap Incentive Premium

1. Provided a nurse has met the above requirements, she shall be paid for each hour worked in a work week beyond her FTE status at one and one half (1-1/2) times her regular rate of pay.
2. Additional dollar premium:
  - a. An additional premium dollar amount will be paid per hour for any Gap Incentive hours when the employee's total actual hours worked exceed forty (40) for eight hour shift nurses or thirty six (36) for twelve hour shift nurses for the week
  - b. There are three additional premium amounts based on day and shift worked.
    - i. Weekday first shift premium:
      1. All hours worked between 7am and 3pm will be eligible for three dollars and fifty cents (\$3.50) an hour.
    - ii. Weekday second shift premium:
      1. All hours worked between 3pm and 7am will be eligible for four dollars and fifty cents (\$4.50) an hour.
    - iii. Weekend shift premium:
      1. For nurses who work twelve (12) hour shifts - All hours worked between 7pm each Friday and 7am each Monday will be eligible for five (\$5) dollars an hour.
      2. For nurses who work eight (8) hour shifts – All hours worked between 11pm each Friday and 7am each Monday will be eligible for five (\$5.00) dollars an hour.
    - iv. Should the UH Hospital System receive an increase in Gap Incentive premium pay exceeding these amounts during the duration of the contract, the increase will also be extended to the bargaining unit members.

**Section 10.** Nurses designated by the Hospital to be Resource Nurses shall have a reduced patient assignment. The Hospital shall first seek volunteers before assigning a nurse to be a Resource Nurse. Nurses who were hired prior to December 9, 2017 to be Resource Nurses shall be paid seventy-five (\$.75) per hour for all such hours worked.



## ARTICLE XXI

### Insurance

#### Section 1.

- (a) Subject to the provisions of the plan document, the Hospital shall make available to all nurses regularly scheduled to work sixteen (16) hours per week or more participation in the existing Hospital health, dental, vision and prescription insurance coverage. The Hospital retains discretion to change providers or administrators for such insurance coverage. Coverage will be effective on the first of the month following the date of hire, a qualifying life event, or the first of the year following enrollment if the nurse enrolls during an open enrollment period.
- (b) The Hospital will comply with all COBRA and HIPAA requirements as provided by Federal Law.

#### Section 2.

- (a) The nurses will share in the premium costs for the insurance provided in section 1(a).

| <b>MEDICAL EMPLOYEE CONTRIBUTIONS</b> | <b>TRADITIONAL PLAN 2018</b> |
|---------------------------------------|------------------------------|
| <b>FT Employee Contributions</b>      | <b>Bi-Monthly Deductions</b> |
| Employee                              | \$78.88                      |
| Employee + child(ren)                 | \$163.99                     |
| Employee + spouse                     | \$180.61                     |
| Family                                | \$265.71                     |
|                                       |                              |
| <b>PT Employee Contributions</b>      | <b>Bi-Monthly Deductions</b> |
| Employee                              | \$144.27                     |
| Employee + child(ren)                 | \$304.11                     |
| Employee + spouse                     | \$329.03                     |
| Family                                | \$500.28                     |

- 1. Employee premium share rates for plan years 2018, 2019, and 2020 are effective on January 1 of the respective year.
- 2. Nurses electing to enroll in the traditional health insurance plan or alternative plan shall pay the same premium share rate as other UH system employees who are covered under the same plan.

| <b>MEDICAL EMPLOYEE CONTRIBUTIONS</b> | <b>CONSUMER SELECT PLAN 2018</b> |
|---------------------------------------|----------------------------------|
| <b>FT Employee Contributions</b>      | <b>Bi-Monthly Deductions</b>     |
| Employee                              | \$50.77                          |
| Employee + child(ren)                 | \$96.34                          |
| Employee + spouse                     | \$112.94                         |
| Family                                | \$157.66                         |
|                                       |                                  |
| <b>PT Employee Contributions</b>      | <b>Bi-Monthly Deductions</b>     |
| Employee                              | \$83.92                          |
| Employee + child(ren)                 | \$166.78                         |
| Employee + spouse                     | \$186.50                         |
| Family                                | \$279.54                         |

During the course of the contract, the Hospital may eliminate, at its sole discretion, the Traditional Plan. The elimination of the Traditional Plan, if it occurs, will apply for all system employees. The Hospital will provide the ONA thirty (30) days advance notice of such elimination and, upon request, meet and discuss with the ONA regarding transition issues.

| <b>DENTAL EMPLOYEE CONTRIBUTIONS</b> | <b>CIGNA PPO 2018</b>        |
|--------------------------------------|------------------------------|
| <b>FT Employee Contributions</b>     | <b>Bi-Monthly Deductions</b> |
| Employee                             | \$5.23                       |
| Employee + child(ren)                | \$10.36                      |
| Employee + spouse                    | \$8.32                       |
| Family                               | \$15.67                      |
|                                      |                              |
| <b>PT Employee Contributions</b>     | <b>Bi-Monthly Deductions</b> |
| Employee                             | \$9.95                       |
| Employee + child(ren)                | \$19.67                      |
| Employee + spouse                    | \$15.80                      |
| Family                               | \$29.77                      |

| <b>DENTAL EMPLOYEE CONTRIBUTIONS</b> | <b>CIGNA DMHO 2018</b>       |
|--------------------------------------|------------------------------|
| <b>FT Employee Contributions</b>     | <b>Bi-Monthly Deductions</b> |
| Employee                             | \$2.36                       |
| Employee + children                  | \$4.66                       |
| Employee + spouse                    | \$3.75                       |
| Family                               | \$7.08                       |
|                                      |                              |
| <b>PT Employee Contributions</b>     | <b>Bi-Monthly Deductions</b> |
| Employee                             | \$4.49                       |
| Employee + children                  | \$8.86                       |
| Employee + spouse                    | \$7.13                       |
| Family                               | \$13.45                      |

3. Nurses electing to enroll in the Cigna PPO dental insurance plan or alternative plan shall pay the same premium share rates as other UH system employees covered under the same plan.
4. Nurses electing to enroll in the vision insurance plan shall pay the same premium share rates as other UH system employees covered under the same plan.

| <b>SEMI-MONTHLY VISION<br/>EMPLOYEE CONTRIBUTIONS</b> |                              |
|---|------------------------------|
| <b>FT and PT Employee Contributions</b>               | <b>Bi-Monthly Deductions</b> |
| Employee  | \$4.42                       |
| Employee + 1  | \$8.10                       |
| Employee + 2  | \$11.79                      |

- (b) The premiums outlined above will be deducted from the first two paychecks of every month.
- (c) Nurses shall be required to select the "Tobacco Use" plan if he/she uses tobacco. Tobacco use includes cigarettes, cigars, pipes, dipping/chewing tobacco, snuff, and electronic cigarettes. Those indicating tobacco use will pay an additional \$25.00 semi-monthly surcharge on the premium rates listed above, if applicable.
  1. The Hospital shall provide smoking cessation classes and a Certified Tobacco Treatment Specialist at the Hospital. Opportunities will be made available for telephone counseling as an option. If a nurse registers and completes a smoking cessation class, his/her tobacco surcharge will be refunded for the quarter(s) from the time of registration in the class. In addition, the nurse will not be charged a tobacco surcharge for the remainder of the place year the class is completed.
  2. Nurses who do not select "Tobacco Use" will be required to submit to a tobacco use test at the time of enrollment in his/her plan. No nurse will be required to submit to additional tobacco use testing outside of the time of open enrollment. No nurse shall be disciplined for testing positive on a tobacco use test. Any hospital policy regarding tobacco use shall include the elements set forth above.
- (d) Subject to the provisions of the plan document, a full-time nurse shall be provided Short Term Disability coverage at no cost to the nurse. There shall be no waiting period for a nurse who is in the covered group on or before January 1, 2003. A nurse who enters the eligible group after January 1, 2003 must have one hundred eighty (180) days of continuous employment before he/she is eligible for coverage. If employment ends and the nurse is rehired within twelve (12) months, the previous work in the eligible group shall be applied towards the waiting period. A seven (7) day elimination period must expire prior to the availability of STD coverage for illness or injury. Benefits shall begin the day after the elimination period expires. The weekly benefit shall be sixty percent (60%) of weekly earnings to a maximum benefit to two thousand five hundred (\$2,500.00) dollars per week. Part-time nurses will have the option to purchase the Short Term Disability insurance by paying the monthly premium.

- (e) Subject to the provisions of the plan document, a full-time nurse shall be provided Long Term Disability coverage at no cost to the nurse. There shall be no waiting period for a nurse who is in the covered group on or before January 1, 2003. A nurse who enters the eligible group after January 1, 2003 must have one hundred eighty (180) days of continuous employment before she is eligible for coverage. If employment ends and the nurse is rehired within twelve (12) months, the previous work in the eligible group shall be applied towards the waiting period. A one hundred eighty (180) day elimination period must expire prior to the availability of LTD coverage for illness or injury. Benefits shall begin the day after the elimination period expires. The weekly benefit shall be sixty percent (60%) of monthly earnings to a maximum benefit of two thousand five hundred (\$2,500.00) dollars per month.
  - 1. Nurses with an annual salary greater than fifty thousand (\$50,000) dollars will have the option to elect additional voluntary Long Term Disability coverage.
  - 2. Additional voluntary Long Term Disability coverage can be elected as a pre-tax or after-tax deduction.

**Section 3.** Nurses on leave of absence from the Hospital, who wish to continue insurance coverage, will pay their premiums according to the following schedule:

- (a) Nurses on leave who are being paid by Hospital payroll check (paid leave) will have their premiums deducted from their paycheck on the first two pays of the month, in the same amount as would pay if they were actively working.
- (b) Nurses on leave who are not being paid by Hospital payroll check (unpaid leave) will have to write a personal check for the full monthly premium on the first of each month that he/she is on leave. The amount of the full monthly premium is set forth below:
  - 1. If the nurse is on a leave which is designated as approved FMLA, the nurse will pay the same monthly employee premium as he/she would have if the premium was deducted from their pay.
  - 2. If the nurse is on any type of approved leave other than FMLA, the nurse may continue coverage by paying the entire monthly employer premium.

**Section 4.** Subject to the provisions of the plan document, the Hospital shall give to all nurses working sixteen (16) hours per week, at no cost to the nurse, the current life and accidental death and dismemberment insurance coverage in full force and effect for the life of this agreement. The Hospital will provide a life insurance plan covering up to two (2) times the nurse's annual salary. Nurses will be able to purchase supplemental life insurance coverage as an after-tax payroll deduction for an additional one (1), two (2), three (3) or four (4) times the annual salary.

- (a) Dependent life insurance coverage can also be elected for the nurse's legal spouse/same-sex domestic partner and dependent children up to age 26.

**Section 5.** Subject to the provisions of the master contract, the Hospital shall continue to make available to bargaining unit nurses its tax deferred annuity plan for the life of this Agreement which provides employer matching of the nurse's contribution of 50% of up to six percent (6%) of the nurse's contribution.

**Section 6.** Subject to the provisions of the master contract, the Hospital shall continue to provide professional liability insurance for all nurses.

**Section 7.** If UH implements a policy of providing a payment for employees who “opt out” of insurance coverage, the same policy will be implemented for bargaining unit nurses.

**Section 8.** In the event UH should offer long term care insurance and/or retiree medical insurance participation to other hourly UH hospital employees, Hospital nurses shall be eligible to participate per the terms and conditions set by UH for such insurance.

## **ARTICLE XXII**

### **Pension**

**Section 1.** The Hospital shall continue to provide a noncontributory pension plan during the term of this Agreement for the benefit of nurses who meet the eligibility requirements specified in that plan, for the term of this Agreement. The Hospital shall contribute at the rate of three (3) percent of the first nine thousand dollars (\$9,000) and six (6) percent of all earnings over nine thousand dollars (\$9,000). Nurses shall be able to direct their investments under this plan. Benefits will be available upon any termination of employment, regardless of the reason for the cessation of employment.

## **ARTICLE XXIII**

### **Educational Assistance**

**Section 1.** Eligibility

The Hospital will provide educational assistance to full-time and part-time nurses attending any college or university, subject to the following conditions:

- (a) The employee must have successfully completed the initial ninety (90) day employment period by the time of application to the program.

**Section 2.** Reimbursement

Assistance, when granted shall include payment of tuition, registration fees, lab fees, one time graduation fee, and course fees according to the schedule included.

Approved courses must be provided by a school, college or university that is accredited by an accreditation agency recognized by the U.S. Department of Education.

Reimbursement shall be a maximum of up to \$5,000.00 per calendar year for full-time employees and up to \$2,500.00 per calendar year for part-time employees for a Associates’ Degree or a Bachelor’s Degree. Reimbursement shall be a maximum of up to \$7,500.00 per calendar year for full-time employees and up to \$3,750.00 per calendar year for part-time employees for a Master’s Degree or Ph.D. Should the system increase the maximum reimbursement per calendar year or change items eligible for reimbursement during the course of this contract, such increase shall apply to bargaining unit nurses.

An employee must earn a letter grade of at least a “C” or better or “pass” in an undergraduate course or “B” or better or “pass” in a graduate course.

If an employee's status changes from regular full time or part time to PRN during the employee's current grading period the employee will no longer be eligible for reimbursement. Employees must maintain an eligible status through the reimbursement date to be eligible for a payout.

An employee participating in the program must maintain regular employment status within UH through the date of reimbursement. An employee terminated due to work reduction during an employee's current academic term will be eligible for benefit levels that were approved and will be reimbursed accordingly. Employees who voluntarily resign or are terminated for just cause during the employee's academic term are not eligible for reimbursement.

Approved courses must be taken for both academic credit and letter grade. In general, courses offered only for "contact hours" or "continuing education units" are not eligible for reimbursement.

Courses will be approved if they are job related:

1. Courses, that in the judgment of the President or designee, will improve the nurse skill in their present position.
2. Courses, that, in the judgment of the President or designee, will help the nurse, develop the skills necessary for a possible promotion or transfer to another position.
3. Courses that are not directly job related but are necessary to satisfy the requirements for a job related degree.

### **Section 3.** Enrollment

A nurse must officially enroll in the Educational Assistance program before she can receive benefits. Enrollment procedures are as follows:

- a. The employee must submit applications through the system tuition reimbursement program process.
- b. An official receipt of payment or account statement from the school showing amounts paid by the employee as well as all grants and scholarships or other financial aid amounts (if any) (other than loans) applied toward the account balance.
- c. An employee will remain enrolled in the program as long as the employee completes at least one course each calendar year. An employee who does not complete at least one course in the preceding calendar year must submit a new application.

### **Section 4.** Educational Assistance Payment

The Nurse must submit documentation of successful course completion within thirty (30) calendar days of the end of the term for which the employee seeks reimbursement. Required documentation includes:

- a. An official grade report from the college showing a satisfactory letter grade and the award of academic credit for each course completed.
- b. An official receipt of payment or account statement from the school showing amounts paid by the nurse as well as all grants and scholarships or other financial aid amounts (if any) (other than loans) applied toward the account balance.

If the nurse expects a delay in the issuance of a grade beyond the thirty (30) day reimbursement deadline, the employee must request an extension from the Human Resources Department prior to the deadline. Reimbursement will not be made if a request is submitted beyond the thirty (30) day limit unless an extension has been granted.

The Human Resource Department reserves the right to authenticate any or all documentation provided by the nurse of the institution in which the employee is enrolled. Human Resources may, at its own discretion, accept photocopies, facsimiles, or other unofficial documents in lieu of official (original) documents.

Reimbursements will be paid in the form of a payroll deposit generally within two (2) pay periods of receipt of final grades.

**Section 5.** Educational programs offered free of charge to other UH system nurses, shall be offered free of charge to the Hospital's nurses.

**Section 6.** Alternate tuition reimbursement payment options:

- a. Select academic institutions may have tuition payment deferral programs. Employees should work directly with the school to determine the schools' deferral process and required documents at the time of application or class enrollment.
- b. Select academic institutions may have a direct pay program with UH, whereby UH will pay the employee's tuition fees directly to the academic institution. Employees attending an academic institution allowing for direct pay will be required to complete a direct pay application agreeing to the terms of the direct pay program. A list of participating institutions may be found at [uhwellness.org](http://uhwellness.org) on the LIFE page under tuition reimbursement collegiate affiliation and discounts.

## **ARTICLE XXIV**

### **Miscellaneous Benefits**

**Section 1.** The Hospital will replace at its own cost, uniforms, wrist watches, and wedding bands damaged beyond repair by a patient or by accident in the course of a nurse's employment.

**Section 2.** The Hospital will pay for the cost of required embroidery on all required uniform items.

**Section 3.** The Hospital will continue its present policy of providing the following benefits to all nurses during hospitalization: free phone, free television, and a private room at the semi-private rates covered by any insurance, subject to availability and the need of a private room by a more seriously ill patient.

**Section 4.** The Hospital shall provide computer access, in mutually agreeable areas, for nurses to have access to net learning and other nursing resources online.

**Section 5.** The Hospital will provide a lounge and locker area for its nurses in the present Hospital facilities and in its new addition when this is built.

**Section 6.** Nurses shall be paid bi-weekly.

**Section 7.** To the extent staffing permits, the Hospital shall provide cross-training opportunities for nurses. The Hospital will offer cross-training to nurses who express such desire in order of bargaining unit seniority. Cross-training opportunities shall be provided within three (3) months of a nurse's request. Once a nurse has been cross-trained in a particular area, the Hospital will provide for scheduling of the nurse in a particular area in which she was cross-trained at least once every three (3) months, as staffing permits. A nurse who is mandated to take Hospital low census on a regularly scheduled shift shall be the first to be offered cross training opportunities when they are available.

**Section 8.** If University Hospitals implement a benefit which is more generous than those provided for in this Agreement, the parties agree such benefit(s) shall be extended to the nurses in the bargaining unit once the parties meet to discuss the benefit.

## ARTICLE XXV

### **Alteration of Agreement and Waiver**

**Section 1.** No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any nurse or group of nurses with the Hospital and no amendment or revision of any of the terms or conditions contained herein shall be binding upon the parties hereto unless executed in writing by the parties hereto. However, any interpretation or application of any provision of this Agreement agreed upon between the Hospital and the ONA in writing shall be binding upon all bargaining unit nurses. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

**Section 2.** The Hospital and the ONA each acknowledge that this Agreement has been reached as the result of collective bargaining in good faith by both parties hereto. While it is the intent and purpose of the parties hereto that each of them shall fully perform all obligations by them to be performed in accordance with the terms of this Agreement, the ONA agrees that the Hospital shall not be obligated to bargain collectively with the ONA during the term of this Agreement on any matter pertaining to rates of pay, wages, hours of employment or other conditions of employment, and the ONA hereby specifically waives any such right which it might otherwise have to request or demand such bargaining, and acknowledges that the Hospital's obligation during the term of this Agreement shall be limited to the performance and discharge of its obligations under this Agreement.

**Section 3.** The Hospital and the ONA acknowledge that this Agreement, and any supplement thereto, embodies the complete and final understanding reached by the parties as to the wages, hours, and all other terms and conditions of employment of all employees covered by this Agreement. The parties, therefore, agree that all past practices and local privileges, except as may be stated in any Memorandum of Understanding between the parties, are canceled and abolished. Neither party intends to be bound or obligated except to the extent that it has expressly so agreed herein, and this Agreement shall be strictly construed. None of the benefits, rights or privileges accorded by this Agreement to the ONA or any nurse covered by this Agreement shall survive the expiration or termination of this Agreement.

**Section 4.** In the event any provision of this Agreement is held to be in conflict with or in violation of any state or federal statute, rule or decision or valid administrative rule or regulation, such statute, rule or decision or valid administrative rule or regulation shall govern and prevail, but all provisions of this Agreement not in conflict therewith shall continue in full force and effect, anything herein apparently to the contrary notwithstanding.



**Section 5.** If a controlling interest in the Hospital is transferred, ONA will be provided with written notice no later than sixty (60) days following such transfer. Further, the transferee will be required to bargain with the ONA. No sale, transfer, lease, assignment, receivership or bankruptcy shall be used to evade the terms of this Agreement. The parties recognize that this commitment does not apply to any affiliation by the Hospital with any other health care provider.

## ARTICLE XXVI

### Duration

This Agreement, dated this 10<sup>th</sup> day of December, 2017, shall continue in full force and effect without change until 11:59 p.m. on December 9, 2020. If either party desires to amend or terminate this Agreement, it shall, at least ninety (90) days prior to December 9, 2020, give written notice of the intended termination or amendment. If neither party gives notice to terminate or amend this Agreement as provided above, this Agreement shall continue in effect from year to year after December 9, 2020, subject to termination or amendment by either party on at least ninety (90) days written notice prior to December 9 of any subsequent year.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first above written.

OHIO NURSES ASSOCIATION

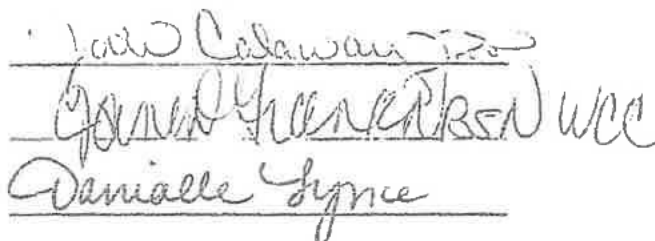


LOCAL UNIT

(b) (6), (b) (7)(C)

UNIVERSITY HOSPITALS  
GENEVA MEDICAL CENTER





## **APPENDIX A**

### **NOTICE**

Pursuant to the agreement set forth in Article III, Section 1 of the collective bargaining agreement between University Hospital Geneva Medical Center and the Ohio Nurses Association, all nurses are notified as follows:

Any nurse who is a member of ONA may, if she so desires, resign her membership during the periods of November 25, 2018, through December 9, 2018, November 25, 2019, through December 9, 2019, and/or November 25, 2020, through December 9, 2020, inclusive by written notice of such resignation to ONA and the Hospital.

## **APPENDIX B**

### **Ohio Nurses Association Local Unit Nurses UH Geneva Medical Center Geneva, Ohio**

Print Last Name First: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

#### **DUES DEDUCTION AUTHORIZATION**

I hereby request and authorize UH Geneva Medical Center to deduct from my earnings each month such amount as is designated in writing to UH Geneva Medical Center by the Ohio Nurses Association as constituting my monthly dues to said Association and to transmit the dues so deducted to the Ohio Nurses Association at 4000 East Main Street, Columbus, Ohio 43213-2950.

I hereby also request and authorize UH Geneva Medical Center to deduct from my earnings each month such amount as is designated in writing to UH Geneva Medical Center by the UH Geneva Medical Center Local Unit Nurses as constituting my monthly dues to said Local Unit, and to transmit the dues so deducted to the Local Unit by mailing it to the Local Unit Treasurer at her home address.

I shall have the right to terminate this authorization at any time upon giving UH Geneva Medical Center and the Ohio Nurses Association and the Local Unit Treasurer written notice at least fourteen (14) days before such termination is to become effective.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX C



### GRIEVANCE FORM

Date:

|                              |  |
|------------------------------|--|
| Grievant's Name:             |  |
| Work Area:                   |  |
| Classification:              |  |
| Article & Sections Violated: |  |

|   |  |
|---|--|
| On what date(s) and time(s) did the incident(s) in the grievance occur? |  |
|---|--|

|                                  |  |
|----------------------------------|--|
| Where did the incident(s) occur? |  |
|----------------------------------|--|

Brief Statement of Grievance:

|  |
|--|
|  |
|--|

Remedy Requested:

|  |
|--|
|  |
|--|

|  |  |
|--|--|
| ONA Representative who will represent me in this matter: |  |
|--|--|

Signed: \_\_\_\_\_  
(Employee)

Signed: \_\_\_\_\_  
(ONA Officer)

I have attempted to informally discuss the subject of this grievance with my manager:

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, when? \_\_\_\_\_

**MANAGEMENT REPLIES**

STEP 1: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

I wish to appeal this grievance to Step 2: \_\_\_\_\_

**Grievant/Steward's Initials**

**Date:** \_\_\_\_\_

STEP 2: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

I wish to appeal this grievance to Step 3: \_\_\_\_\_

**Grievant/Steward's Initials**

**Date:** \_\_\_\_\_

STEP 3: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

## APPENDIX D

### Ohio Nurses Association Local Unit Nurses UH Geneva Medical Center Geneva, Ohio

#### NURSING RATE SCHEDULE

| <b>DECEMBER 10, 2017</b> | <b>Rate</b> |
|--------------------------|-------------|
| <b>START</b>             | \$25.62     |
| <b>1</b>                 | \$26.22     |
| <b>2</b>                 | \$27.28     |
| <b>3</b>                 | \$29.25     |
| <b>5</b>                 | \$32.27     |
| <b>10</b>                | \$33.79     |
| <b>15</b>                | \$34.94     |
| <b>20</b>                | \$36.14     |
| <b>25</b>                | \$37.30     |

| <b>DECEMBER 10, 2018</b> | <b>Rate</b> |
|--------------------------|-------------|
| <b>START</b>             | \$26.26     |
| <b>1</b>                 | \$26.87     |
| <b>2</b>                 | \$27.96     |
| <b>3</b>                 | \$29.99     |
| <b>5</b>                 | \$33.08     |
| <b>10</b>                | \$34.72     |
| <b>15</b>                | \$35.90     |
| <b>20</b>                | \$37.13     |
| <b>25</b>                | \$38.32     |

| <b>DECEMBER 10, 2019</b> | <b>Rate</b> |
|--------------------------|-------------|
| <b>START</b>             | \$26.79     |
| <b>1</b>                 | \$27.41     |
| <b>2</b>                 | \$28.52     |
| <b>3</b>                 | \$30.58     |
| <b>5</b>                 | \$33.74     |
| <b>10</b>                | \$35.42     |
| <b>15</b>                | \$36.61     |
| <b>20</b>                | \$37.87     |
| <b>25</b>                | \$39.09     |

## POLICY & PROCEDURE



### HR-19 – Family and Medical Leave of Absence (FMLA)

#### Key Points

- FMLA is a federally mandated policy.
- This policy applies to all University Hospitals (UH) employees.
- This policy, in compliance with the federal Family and Medical Leave Act (FMLA), provides up to 12 work weeks of job-protected leave to employees for any of the following:
  - Birth of a child, and to care for the newborn child.
  - Placement with the employee of a child for adoption or foster care.
  - Serious health condition of the employee's family member as defined below.
  - Serious health condition that makes the employee unable to perform the functions of his or her job as defined below.
  - Military qualifying exigency arising out of the fact that the employee's spouse, same-sex domestic partner, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces. Reasons for which an employee can take leave under this provision include:
    - Short-notice deployment
    - Military events and activities
    - Childcare and school activities
    - Financial and legal arrangements
    - Counseling
    - Rest and recuperation
    - Post-deployment activities
    - Additional activities which arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of such leave
- This policy, in compliance with the federal Family and Medical Leave Act (FMLA), provides up to 26 work weeks of job-protected leave (caregiver leave) in a single 12 month period to employees for the following:
  - Care for a spouse, same-sex domestic partner, son, daughter, parent or next of kin (closest living relative) who is a covered service member who has a serious illness or injury incurred in the line of duty while on active duty that renders the member unable to perform the duties of his or her office, grade, rank or rating and for which the member is undergoing medical treatment, recuperation or therapy; outpatient treatment; or is on the temporary disability retired list.

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- It includes veterans who are undergoing medical treatment, recuperation or therapy for a serious injury or illness incurred in the line of active duty any time during the five years preceding the date of treatment.

## **Policy & Procedure**

### **1. General provisions for FMLA:**

- 1.1. To be eligible to take FMLA, an employee must:
  - 1.1.1. Have been employed for at least 12 months, which need not have been continuous or consecutive, in the seven years prior to the date leave is to begin; and
  - 1.1.2. Have worked 1,250 recorded hours in the 12 months preceding the leave, excluding any paid non-worked hours.

**NOTE:** Service prior to seven years from the date leave is to begin is not counted unless the break is due to National Guard or Reserve military service or an agreement exists stating the employer's intention to rehire the employee after the break in service.

- 1.2. FMLA job protection is calculated to include all FMLA time taken within a 12 month period measured forward from the date the first FMLA leave begins. The next 12 month period would begin the first time FMLA leave is taken after completion of any previous 12 month period. A maximum of 12 work weeks (weekly scheduled hours X 12 work weeks) of FMLA may be used within a consecutive 12 month period (entitlement year). Any subsequent FMLA event that occurs within the established 12 month entitlement year will be used to calculate the remaining FMLA balance available up until the conclusion of that entitlement year range. This FMLA time may be used continuously or intermittently. For caregiver leave, employees are eligible for a maximum of 26 work weeks within a single 12 month period.
- 1.3. Caregiver leave is defined on a per-service member/per-injury basis. Employees are eligible for multiple caregiver designations, however will never receive more than 26 weeks of FMLA leave in a single 12 month period. A single 12 month period begins on the first day of the caregiver leave.
- 1.4. Pursuant to federal law, when both spouses or same-sex domestic partners are eligible UH employees, the maximum FMLA that may be taken by the spouses/partners is:
  - 1.4.1. The birth of a child (maximum 12 weeks combined within the entitlement year).
  - 1.4.2. The placement of an adopted or foster child in the home of the employees (maximum 12 weeks combined within the entitlement year).
  - 1.4.3. Military caregiver leave (maximum 26 weeks combined within a single 12 month period).



All other absence reasons under FMLA would entitle either spouse or same-sex domestic partner the difference between the amount already taken and the total 12 work weeks available within the entitlement year.

- 1.5. The manager must evaluate whether an absence is one that would likely meet FMLA criteria. FMLA may be initiated any time an eligible employee experiences an overnight stay in the hospital, a period of incapacity of more than three consecutive calendar days or is absent on an intermittent basis for a reason that qualifies under the FMLA regulation.
- 1.6. If the employee does not initiate FMLA and the manager has sufficient knowledge to make a determination that leave is being taken for an FMLA reason (either at the time the employee gives notice or begins leave) but fails to designate leave as FMLA, the manager may not retroactively designate leave as FMLA, and will not count the absence as an unscheduled occurrence of absence. It is the manager's responsibility to initiate an FMLA leave on behalf of his/her employee through Manager Direct Access by selecting the option "Initiate a Leave of Absence for an Employee." If the employee does not complete the FMLA paperwork within 15 calendar days, the manager may count the lost time as an unscheduled occurrence of absence.
- 1.7. FMLA is not approved until the completed Certification of Physician or Practitioner form or Military Caregiver form has been received and approved by Disability Management Services (CHS). The Certification of Physician or Practitioner, Military Caregiver, Qualifying Exigency and Return to Work forms are available for download through Employee and Manager Direct Access. The manager and the employee will both be sent a letter verifying the approval or denial of a leave request.
- 1.8. The HR representative will document FMLA dates and activities in the employee record using the Oracle absence screen. Any change in dates or leave status will be recorded as soon as documentation is received.
- 1.9. If the employee does not return to work after 12 weeks of FMLA or 26 weeks for FMLA caregiver leave, the employee's job is no longer protected.
- 1.10. UH can request a second and third medical opinion about an employee's medical condition at the health system's expense. UH can also request a second and third medical opinion for the condition of an eligible family member at the health system's expense.
- 1.11. UH may request certification of family relationship. This can be in the form of a statement from the employee, documentation such as a birth certificate or court document, a completed Eligibility Criteria for Same-sex Domestic Partners' Benefits form or other documentation approved under federal law.
- 1.12. An employee cannot waive his/her right to FMLA.

## **2. Compensation**

- 2.1. FMLA will be paid using benefit time when available. Paid and unpaid FMLA hours are tracked concurrently using the entity's time and attendance system. Department timekeepers are required to list the FMLA pay code

and hours to the employee record when on FMLA leave beginning with the first day of absence due to FMLA.

- 2.2. If applicable and in qualifying cases, UH provides Short-term Disability (STD) Insurance to ensure the employee's financial security. For an employee's own serious health condition or for the birth of a child, the employee may be eligible for STD or sick time and/or STD supplement. Available PTO or UHMSO sick and/or vacation time must be used for the initial 7 calendar days prior to the start of STD. Employees are required to use eligible paid benefit time in increments of not less than what is required to exhaust existing benefit time banks over the period of the leave and not more than would generate 100% of their applicable salary. Benefit time must be exhausted to a zero balance before going unpaid. Sick banks and/or STD supplements can only be used for the employee's own serious health condition or birth of a child and only after the 7 calendar-day waiting period for STD.
- 2.3. Benefit time is paid in the following order for a short-term disability or an approved FMLA for the employee's own serious health condition: PTO or UHMSO sick and/or vacation days must be used for the first 7 days of the disability. For the remaining period of a short-term disability or an approved FMLA for the employee's own serious health condition, benefit time must be used in the following order: Short-term Disability (STD) Supplement (if applicable), old Saved Vacation Bank, then any remaining PTO (including Donated PTO) or UHMSO sick and/or vacation days (if applicable). For any other approved FMLA reasons benefit time will be paid in the following order: PTO (including Donated PTO) or UHMSO vacation days, then old saved vacation bank before going unpaid.
- 2.4. Employees may request distribution of PTO or UHMSO vacation and/or sick days over the length of the leave to cover benefit costs by contacting the HR Service Center at 1-877-471-7522. The HR Service Center representative will work with employees on Leaves of Absence (LOA) to determine the minimum amount of PTO or UHMSO vacation and/or sick days to be taken each pay period. Once the PTO or UHMSO vacation and/or sick days increment per pay period has been agreed upon, it will remain in effect without change for the duration of the leave. Exception: Paid time off can be recalculated upon approval of STD, PTO Donation or Workers' Compensation benefits. If the employee does not contact the HR Service Center, payroll will automatically process applicable paid benefit time up to 100% of regular pay (or 40% if the employee is receiving a short-term disability benefit).
- 2.5. For the serious health condition of an employee's family member (including a covered service member), a leave for a military qualifying exigency connected to active duty status, or for the placement of a child for adoption or foster care, banked PTO or vacation, then saved vacation must be used in that order. In all cases, banked PTO (including Donated PTO), vacation and old saved vacation time must be exhausted to a zero balance before going unpaid.

### **3. Planned FMLA**

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- 3.1. **Employee responsibilities:**
  - 3.1.1. Provide 30 days' advance notice of leave or as soon as practicable when the leave is foreseeable. Employees may request their leave of absence through Employee Direct Access or by contacting their manager or the HR Service Center.
  - 3.1.2. If eligible, initiate a STD claim.
  - 3.1.3. Ensure that the completed Certification of Physician or Practitioner or Military Caregiver form is returned to Disability Management Services within 15 calendar days from the date the FMLA paperwork is initiated and dated. If the completed FMLA paperwork is not received by Disability Management Services within the time frame stated, the leave may be denied.
- 3.2. **Management responsibilities:**
  - 3.2.1. Initiate a Leave of Absence on behalf of your employee through Manager Direct Access. Managers may print and distribute applicable physician, military and return to work forms to their employee. Managers are responsible for timely review and submission of leaves of absence notifications that are initiated by the employee through Employee Direct Access.
  - 3.2.2. Instruct the employee to obtain Short-term disability information if the leave is for the employee's own serious health condition.
  - 3.2.3. Ensure FMLA time is entered appropriately on the employee's time record.
- 3.3. **HR Service Center responsibilities:**
  - 3.3.1. Verify employee eligibility for FMLA within 5 business days after the leave is requested.
  - 3.3.2. Initiate a Leave of Absence on behalf of the employee through HR Direct Access.
  - 3.3.3. Mail Leave of Absence packet to employee's home which includes a personalized letter, a tip sheet, a copy of the policy, a Certification of Physician or Practitioner form, military forms and a return to work form.
  - 3.3.4. Generate and distribute final approval or denial Leave of Absence letters to employees and managers.
- 3.4. **Payroll Responsibilities:**
  - 3.4.1. Process employee's time while on STD.
- 4. **Unplanned FMLA**
  - 4.1. **Employee responsibilities:**
    - 4.1.1. Inform the manager of the need for FMLA as soon as practicable.
    - 4.1.2. Obtain information related to Short-term disability.
    - 4.1.3. Ensure that the completed Certification of Physician or Practitioner form is returned to Disability Management Services within 15 calendar days from the date the FMLA paperwork was initiated and dated. If completed FMLA paperwork is not received by Disability Management Services within the time frame stated, the leave may be denied.
  - 4.2. **Management responsibilities:**

- 4.2.1. If the employee is away from the workplace for more than three consecutive calendar days or experiences an overnight stay in the hospital and has not notified the manager of the need for FMLA, the manager should then contact the employee.
- 4.2.2. If the employee is eligible for FMLA, the manager must initiate a leave of absence on behalf of the employee within Manager Direct Access.
- 4.2.3. The leave may still be designated retroactive to the first day of FMLA after the employee returns to work if one of the following is true:
  - 4.2.3.1. The manager was unaware of the reason for the absence until the employee's return to work, in which case the dated FMLA paperwork must be initiated within two business days of the employee's return to work.
  - 4.2.3.2. The manager has not been able to confirm that the leave qualifies under FMLA (i.e., medical certification has not been received in CHS/HR or a second/third opinion is pending).

## **5. Benefits**

### **5.1. FMLA:**

- 5.1.1. If any portion of the FMLA is UH-paid (through PTO, sick time, and/or vacation or old saved vacation bank) the employee's benefit premiums will continue to be deducted automatically through payroll deduction.
- 5.1.2. If FMLA is unpaid, the employee will be billed through the HR Service Center at the same employee rate as before the unpaid leave began for such benefits to continue. The HR Service Center will work with the employee to establish the benefit payment schedule and provide the payment mailing address. If the premium payment is more than 30 calendar days late, benefit coverage may be canceled back to the date of the last payment received. Any payments in arrears will be taken from the first paycheck upon return to work by the employee.
- 5.1.3. If an employee has not made benefit premium payments and the employee has not returned to work from FMLA or the leave has expired, benefit coverage will be cancelled back to the date of the last payment received.

### **5.2. Leaves of Absence (LOA):**

See policy#HR-70 Leaves of Absence, under UH system-wide policies and procedures on the Intranet for more information.

## **6. Reinstatement**

- 6.1. When an employee is out for his/her own serious health reason or maternity, UH requires the employee to have his/her healthcare provider complete a Return to Work Authorization stating the date to return to work and the employee's fitness for duty. This release must be mailed or faxed to Disability Management Services at least two business days prior to the return-to-work date. An employee will not be able to return to his/her job without submitting a Return to Work Authorization form. After reviewing the Return to Work Authorization, the Disability Management Services representative will contact the manager regarding the return-to-work date.

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The CHS representative will work with the HR business lead and the department manager to assess any work restrictions.

- 6.2. As long as the employee's position has not been eliminated while on FMLA which is the equivalent of 12 work weeks (26 work weeks for caregiver leave) or less within the entitlement year, the employee will be returned to his/her same job or an equivalent position.
  - 6.3. The employee may be required to report periodically to his/her manager regarding his/her employment status and intent to return to work.
  - 6.4. The employee must contact his/her manager promptly upon any change in circumstances which would change the duration of the FMLA.
7. Extensions
- 7.1. Within the 12 work weeks time frame (or 26 work weeks for caregiver leave), if an employee needs to be out longer than originally planned:
    - 7.1.1. The manager must be notified of the need; and
    - 7.1.2. The employee must provide additional documentation from the healthcare provider to Disability Management Services documenting the need for additional time off and the expected date of return. Upon approval, Disability Management Services will notify the HR Service Center to update the employee absence in Oracle.
  - 7.2. After 12 work weeks of FMLA for an employee's own serious health condition or maternity have been used, if the employee is still unable to return to work:
    - 7.2.1. The manager must be notified within three business days of the need and the employee may request a UH Medical Leave of Absence or other Leave of Absence type as applicable. See UH System-wide Policy and Procedure HR-70, Leaves of Absence, for appropriate leave of absence type.
      - 7.2.1.1. If the LOA is approved, the HR Service Center will provide the employee with notification regarding benefit payment status during the LOA.
      - 7.2.1.2. If the LOA is not approved and the employee does not return to work, the employee's manager will work with the HR business lead to process the employee's termination. The HR Service Center will be notified through normal procedures and the employee will be offered COBRA benefits.
    - 7.2.2. The employee's position may be filled after his or her FMLA has expired. If the employee is cleared to return to work by his or her healthcare provider before 52 work weeks have passed since the beginning of the FMLA, he or she will have a three (3) month period to secure an alternate position. The employee is responsible for reviewing and applying for positions in iRecruit.
8. Intermittent or Reduced-schedule FMLA
- 8.1. Intermittent or reduced-schedule FMLA may be taken for the following reasons:
    - 8.1.1. Employee's own serious health condition when medically necessary.
    - 8.1.2. Eligible family member's serious health condition when medically necessary.

- 8.1.3. To care for a covered service member's serious illness or injury incurred while on active duty.
- 8.1.4. To address a qualifying military exigency.
- 8.2. The employee must make a reasonable effort to schedule his/her intermittent leave in advance so as not to unduly disrupt departmental operations.

NOTE: UH recognizes that there may be occasions when an employee will need to take unplanned intermittent FMLA.

- 8.3. Intermittent or reduced-scheduled FMLA is tracked in increments equal to the shortest period of time used in the payroll system to account for absences or leave, provided it is 1 hour or less.
- 8.4. At the manager's request, the employee must provide documentation of pre-schedule intermittent time off needed to undergo scheduled therapies or comply with physician's recommendation for reduced hours.
- 8.5. Periodically an employee may be requested to provide an updated Certification of Physician/Practitioner form by Disability Management Services during the course of the Intermittent FMLA.
- 9. **FMLA and Workers' Compensation**
  - 9.1. A serious health condition may result from a work-related injury or illness to the employee. If the employee is on a Workers' Compensation absence and is FMLA-eligible, the two will run concurrently. If after 12 weeks the employee is unable to return to work, the employee no longer has FMLA job protection and will be placed on a UH Medical Leave of Absence running concurrently with Workers' Compensation.
  - 9.2. If the employee is not eligible for FMLA and has completed the initial employment period, he/she will be placed on a UH Medical Leave of Absence running concurrently with Workers' Compensation. If the employee is unable to return to work after 30 calendar days from the start of a UH Medical Leave of Absence, the employee no longer has job protection but can remain on a UH Medical Leave of Absence up to six months running concurrently with Workers' Compensation.

### **Definitions**

#### **FMLA:**

Family and Medical Leave Act, which provides up to 12 work weeks (or 26 work weeks for caregiver leave) of job-protected leave to eligible employees under certain circumstances.

#### **Leave of Absence (LOA):**

Extended unpaid absences for medical, educational, military, medical mission or personal reasons that do not qualify as FMLA. See UH System-wide Policies and Procedures, HR-70, Leaves of Absence, for LOA information.

**Family member:**

The employee's spouse, same-sex domestic partner, parent, child, stepchild, or adopted, foster or legal ward son or daughter (under age 18, except when the child is incompetent because of a mental or physical disability). In-laws and siblings are not eligible family members.

**Covered service member:**

A current member of the Armed Forces, National Guard or Reserves, including those on the temporary disability retired list.

**Serious health condition:**

An injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice, or residential care facility.
- Continuing treatment by a healthcare provider which could be:
  - A period of incapacity (inability to work, attend school, or perform other regular daily activities due to the serious health condition) of more than three full consecutive calendar days, involving:
    - Treatment two or more times by a healthcare provider within 30 days of the period of incapacity. The first treatment must occur within 7 days of the incapacity.
    - Treatment by a healthcare provider on at least one occasion that results in a regimen of continuing treatment under the healthcare provider's supervision. The first treatment must occur within 7 days of the incapacity.
  - Pregnancy or prenatal care (qualifies even if an employee does not receive treatment and even if the care does not last for more than three days).
  - A serious illness or injury that was incurred by a current member of the Armed Forces in the line of duty while on active duty or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the covered service member medically unfit to perform the duties of his or her office, grade, rank or rating and for which the member is undergoing medical treatment, recuperation or therapy; outpatient treatment; or is on the temporary disability retired list
  - A serious illness or injury that was incurred by a veteran in the line of duty while on active duty or that existed before the beginning of the member's active duty and was aggravated by service in the line of active duty in the Armed Forces and manifested itself before or after the member became a veteran.
  - A chronic serious health condition is defined as one that:
    - Requires periodic visits at least twice a year for treatment by a healthcare provider.
    - Continues over an extended period of time.
    - May cause episodic rather than continuing incapacity (e.g., asthma, diabetes, epilepsy).

- A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, severe stroke, terminal stages of a disease).
  - An absence to receive multiple treatments by a healthcare provider for either of the following:
    - Restorative surgery after an accident or injury.
    - A condition that would likely result in an incapacity of more than three consecutive calendar days in the absence of medical treatment (e.g., cancer, severe arthritis).
  - Allergies or mental illness resulting from stress, but only if they meet all of the other criteria of a serious health condition.
  - Substance abuse.
- NOTE: When an employee takes FMLA for his/her own serious health condition which is substance abuse, the employee must also take treatment from a healthcare provider.

**Intermittent FMLA:**  
**Non-continuous FMLA.**

**Short-term disability (STD):**  
 A program offered to ensure that eligible employees receive compensation for time lost due to eligible illnesses or disabilities after an initial waiting period.

**Benefit Time:**  
 Benefit time may include PTO, Saved Vacation, STD Supplement, donated PTO, Sick Banks, UHMSO Vacation Days, UHMSO Personal Days, or UHMSO Sick Days.

**SEE ALSO:**

UH System-wide policies:  
 #HR-70 Leaves of Absence  
 #HR-55 Short-term Disability Supplement  
 #HR-65 Donation of Paid Time Off

**ATTACHMENTS:**

Certification of Physician or Practitioner Form  
 Return to Work Form

| APPROVALS  |   |
|--|---|
| (b) (6), (b) (7)(C) <div style="background-color: black; width: 100%; height: 100px; margin-top: 10px;"></div> | <div style="text-align: center;">            Date         </div> <div style="text-align: center;">            Date         </div> |

HR-19 – Family and Medical Leave of Absence (FMLA)  
 Owner: Human Resources Department  
 Revised: October 2016  
 Page 10 of 10  
 Uncontrolled document - printed version only reliable for 24 hours



## **APPENDIX F**

### **Nurse Staffing Plan**

#### **UH Geneva Medical Center**

#### **Evaluation of RN Staffing Levels**

The Nurse Staffing Plan for patient care units within UH Geneva Medical Center, Geneva Ohio is reviewed and/or revised annually by senior executives, nursing leaders, and RN representatives of all nursing units and specialties. The hospital shall maintain the Nurse Staffing Committee/Council within the Nurse Practice Council structure for purposes of evaluating, developing and reviewing the Nurse Staffing Plan (including the Staffing Grids) and staffing issues (including ADOs). The Nurse Staffing Committee/Council will be co-chaired by one member of ONA selected by ONA and one member of management selected by the hospital and shall meet monthly following the Nurse Practice Council. The Nurse Staffing Committee/Council will meet monthly before the Labor Management meetings. Monthly reports shall be given to the CNO and ONA at monthly Labor Management meetings for discussion. ONA will select the RNs comprising the committee, which may be done on a rotating basis. Up to one member from each department may participate in the meeting. Specific concerns shall be brought to the attention of the nurse manager prior to presentation at the meeting. The Nurse Staffing Plan is based on patient volume trends/projections annually prepared by senior leaders and the finance staff. Patient volumes are allocated to each patient care unit according to an average daily census/volume per unit.

Targeted staffing hours per patient day are established utilizing benchmark data for respective unit type based on the usual acuity for the level of care for the patient population cared for within the unit (i.e. ICU, Telemetry, and Medical Surgical Unit). RN staffing levels within the budgeted staffing hours are determined according to the ANA principles of staffing and the provisions of Nurse Staffing HB 346 for the State of Ohio.

RN staffing levels take into account:

1. Requirements of Regulatory Bodies, Government or Accreditation Bodies.
2. Minimum staffing levels to assure competent staff and evidenced based standards
3. The complexity of the care for the patient population requiring RN intervention
  - Admission assessments, Admission/Transfer/Discharge volume
  - Evaluation of the patient progress to goals
  - Time for patient education
4. Ongoing evaluation of the unit's patient population and required nursing staffing levels.
5. Mechanism to adjust the staffing when unexpected patient needs exceed or require less care than the planned average.
6. Evidenced based written staffing plans to guide the assignment of nurses.

Additionally, the staffing plan is evaluated to the expected care outcomes, clinical patient management and cost effectiveness to standards and evidenced based guidelines. Each patient care unit has established expected outcomes and standards of care for the patient population cared for on the unit.

Evaluation is ongoing and reported regularly within the structure and process of the Quality plan for nursing.

The hospital Nursing Staffing Committee/Council reports the findings of the Nurse Staffing Plan evaluations annually. Recommendations are shared with executive leadership by the CNO and Staffing Committee/Council co-chairs for significant consideration for revisions that require approval above the CNO. The Nurse Staffing Committee/Council shall participate in the implementation of approved revisions to the staffing guidelines and the Nurse Staffing Plan.

## APPENDIX G

### PROTESTING OF ASSIGNMENT DOCUMENTATION OF PRACTICE SITUATION

A registered nurse receiving an assignment that in her/his professional judgment places patient(s) or themselves at risk has an obligation to take action. Acting in the interest of patients, the nurse should promptly notify her/his supervisor that because of inadequate staffing, the quality of care and the safety of patients and nurses may be jeopardized.

The Ohio Nurse Practice Act and the ANA Code for Nurses hold the nurse responsible and accountable to her/his patients for the nursing care provided. However, responsibility and accountability for the level of care also resides with the Hospital, including both Hospital and nursing administrative staff.

The accompanying “**Assignment Despite Objection**” form may be used to document an assignment which is potentially unsafe for the patients or staff. This form should also be used to document concerns about potentially unsafe conditions that may arise when a nurse may be required to delegate inappropriately to unlicensed nursing assistants.

#### **DO**

1. Do notify your supervisor (your unit director, if here; Administrative Supervisor if absent) for help as soon as you realize the problem; the staffing numbers provided are less than what you need to provide proper and safe nursing care.
2. Do state that you will do the best you can if help is denied, but that patients have the right to receive safe professional nursing care.
3. Do fill out the attached form and give it to the nursing supervisor on duty prior to the end of your shift. The Assignment by Objection form is then completed by the nursing supervisor and forwarded to Chief Nursing Officer for discussion at the next ONA Labor Management Committee meeting.
4. Do remember that nursing management may discipline a nurse for protesting an assignment. Assuming the employer has a grievance procedure, a nurse who has been disciplined for protesting an assignment should file a grievance against the employer for discipline without just cause.
5. Do provide a copy of the form to the ONA steward.

#### **DON'T**

1. Don't use the form if you have adequate help. If these forms are used indiscriminately and without justification, it will dilute their usefulness.
2. Don't use the form if you have failed to notify your supervisor in person or by phone of your need for more help. This form is to document your request. If you didn't make the request, you can't use it.

## ASSIGNMENT DESPITE OBJECTION

I/We \_\_\_\_\_

Registered Nurse(s) employed at University Hospitals Geneva Medical Center on \_\_\_\_\_ Unit \_\_\_\_\_ Shift \_\_\_\_\_

hereby protest my/our assignment as: \_\_\_\_\_ Primary Nurse \_\_\_\_\_ Charge Nurse \_\_\_\_\_ RN pulled to unit \_\_\_\_\_ Other \_\_\_\_\_  
made to me/us by \_\_\_\_\_ at \_\_\_\_\_ on \_\_\_\_\_ despite my objection  
(Supervisor/person in charge) (Time) (Date)

I/We notified \_\_\_\_\_, Nursing Supervisor at: \_\_\_\_\_ (time) of my/our objection.

### SECTION II: Please check all appropriate statements.

I am objecting this assignment on the grounds that:

- |  |  |
|--|--|
| <input type="checkbox"/> Staff not given adequate orientation to the unit.<br><input type="checkbox"/> Inadequate staff for acuity (short staffed).<br><input type="checkbox"/> The unit was staffed with unqualified or inappropriate personnel.<br><input type="checkbox"/> New patients were transferred or admitted to the unit without adequate staff.<br><input type="checkbox"/> Available staff on the unit not assigned fairly. | <input type="checkbox"/> The assignment posed a serious threat to health and safety of staff.<br><input type="checkbox"/> The assignment posed a potential threat to the health and safety of patients.<br><input type="checkbox"/> Staff involuntarily forced to work beyond scheduled hours.<br><input type="checkbox"/> Other (please explain) _____<br>_____ |
|--|--|

### SECTION III: Complete to the best of your knowledge the patient census at the time of your objection.

Census and Acuity:

Patient Census: Start \_\_\_\_\_ End \_\_\_\_\_ Unit Capacity \_\_\_\_\_ Admissions \_\_\_\_\_ Discharges \_\_\_\_\_

Acuity Levels: High \_\_\_\_\_ Average \_\_\_\_\_ Low \_\_\_\_\_

Factors influencing acuity. Chose those that apply:

- |   |   |
|---|---|
| <input type="checkbox"/> on respirators _____<br><input type="checkbox"/> complete care _____<br><input type="checkbox"/> on isolation precautions _____<br><input type="checkbox"/> restrained _____<br><input type="checkbox"/> immediately postop (less than 4 hours) _____<br><input type="checkbox"/> require vital signs/nursing assessment more frequently than routine _____<br><input type="checkbox"/> receiving blood product transfusions _____<br><input type="checkbox"/> other (specify) _____ | <input type="checkbox"/> receiving IV drug/TPN/chemotherapy infusions _____<br><input type="checkbox"/> other (specify) _____ |
|---|---|

### SECTION IV: Complete to the best of your knowledge.

Patient Care Staffing Count:

|                | RN | LPN | Aide | Other | Clerk/Secretary | Previous Number of Staff for Equivalent Census/Acuity |
|----------------|----|-----|------|-------|-----------------|---|
| Start of Shift |    |     |      |       |                 |   |
| End of Shift   |    |     |      |       |                 |   |

SECTION V: Brief statement of problem: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

As a patient advocate, in accordance with the Nurse Practice Act, this is to confirm that I notified you that, in my professional judgment, this assignment is unsafe and places the patients or staff at risk. I indicate my acceptance of the assignment under protest. It is not my intention to refuse to accept the assignment and thus raise questions of meeting my obligations to the patient or of my refusal to obey an order, which were given; however, I hereby give notice to my employer of the above facts and indicate that for the reasons listed, full responsibility for the consequences of this assignment must rest with the employer. Copies of this form may be provided to any and all appropriate State and Federal agencies.

\_\_\_\_\_  
Nurse's Signature

\_\_\_\_\_  
(Print Name)

**SUPERVISOR RESPONSE TO  
Assignment Despite Objection (ADO)**

1. Were you notified of the ADO being filed? \_\_\_ Yes \_\_\_ No

If yes, time notified \_\_\_\_\_

2. Was the unit director notified of the ADO being filed? \_\_\_ Yes \_\_\_ No \_\_\_ Not needed

3. Do you feel there was any way we could have avoided this ADO being filed? \_\_\_ Yes \_\_\_ No

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. What do you feel contributed to this staffing concern, if anything? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Are you aware of any negative outcomes based on the staffing at the above time stated? \_\_\_ Yes \_\_\_ No

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Nursing Supervisor

Date: \_\_\_\_\_

Time: \_\_\_\_\_

**Completed form is to be sent to Chief Nursing Officer for review/discussion at the next Labor Management Committee meeting.**

## **APPENDIX H**

### **CLINICAL LADDER PROGRAMS**

The parties, in reaching an agreement for a renewal collective bargaining agreement, discussed the possible implementation of a Clinical Ladder Program. The parties agree that Clinical Ladder Programs enhance nursing practice and professional development. The parties agree to discuss the development of a clinical ladder program during the Nurse Practice Council meetings. Further, the parties agree if Nurse Practice Council agrees on a program, such program will be discussed for implementation during Labor Management Committee.

## **ANA CODE OF ETHICS FOR NURSES**

1. The nurse, in all professional relationships, practices with compassion and respect for the inherent dignity, worth, and uniqueness of every individual, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
2. The nurse's primary commitment is to the patient, whether an individual, family, group, or community.
3. The nurse promotes, advocates for, and strives to protect the health, safety, and rights of the patient.
4. The nurse is responsible and accountable for individual nursing practice and determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.
5. The nurse owes the same duties to self as to others, including the responsibility to preserve integrity and safety, to maintain competence, and to continue personal and professional growth.
6. The nurse participates in establishing, maintaining, and improving health care environments and conditions of employment conducive to the provision of quality health care and consistent with the values of the profession through individual and collective action.
7. The nurse participates in the advancement of the profession through contributions to practice, education, administration, and knowledge development.
8. The nurse collaborates with other health professionals and the public in promoting community, national, and international efforts to meet health needs.
9. The profession of nursing, as represented by associations and their members, is responsible for articulating nursing values, for maintaining the integrity of the profession and its practice, and for shaping social policy.

**NATIONAL LABOR RELATIONS BOARD  
NOTICE OF APPEARANCE**

UNIVERSITY HOSPITALS  
GENEVA MEDICAL CENTER

and

KRISTEN BAILY  
OHIO NURSES ASSOCIATION

Case No. 08-CA-237058

☒ REGIONAL DIRECTOR      ☐ EXECUTIVE SECRETARY      ☐ GENERAL COUNSEL  
NATIONAL LABOR      NATIONAL LABOR RELATIONS BOARD  
RELATIONS BOARD      WASHINGTON, DC 20570  
WASHINGTON, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF UNIVERSITY HOSPITAL / GENEVA MEDICAL CENTER IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☐ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

**(REPRESENTATIVE INFORMATION)**

NAME: Zachary J. Mueller  
MAILING ADDRESS: Jackson Lewis, P.C., Liberty Center, 1001 Liberty Ave, Ste. 1000, Pittsburgh, PA 15222  
EMAIL ADDRESS: zachary.mueller@jacksonlewis.com  
OFFICE TELEPHONE NUMBER: 412-232-0404  
CELL PHONE NUMBER:      FAX: 412-232-3441

SIGNATURE: 

DATE: March 12, 2019

<sup>1</sup> IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.



**NATIONAL LABOR RELATIONS BOARD  
NOTICE OF APPEARANCE**

UNIVERSITY HOSPITALS  
GENEVA MEDICAL CENTER

and

OHIO NURSES ASSOCIATION

Case No. 08-CA-237058

- ☒ REGIONAL DIRECTOR      ☐ EXECUTIVE SECRETARY      ☐ GENERAL COUNSEL  
NATIONAL LABOR      NATIONAL LABOR RELATIONS BOARD  
RELATIONS BOARD      WASHINGTON, DC 20570  
WASHINGTON, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF UNIVERSITY HOSPITAL / GENEVA MEDICAL CENTER IN THE ABOVE-CAPTIONED MATTER.

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**(REPRESENTATIVE INFORMATION)**

NAME: Douglas G. Smith

MAILING ADDRESS: Jackson Lewis, P.C., Liberty Center, 1001 Liberty Ave, Ste. 1000, Pittsburgh, PA 15222

EMAIL ADDRESS: douglas.smith@jacksonlewis.com

OFFICE TELEPHONE NUMBER: 412-232-0404

CELL PHONE NUMBER:

FAX: 412-232-3441

SIGNATURE: \_\_\_\_\_

DATE: March 12, 2019

<sup>1</sup> IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

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**From:** Kristen Bailey <kbailey@ohnurses.org>  
**Sent:** Monday, March 18, 2019 2:32 PM  
**To:** Pincus, Stephen M.  
**Subject:** Re: (b) (6), (b) (7)(C), (b) (7)(D) Statement

Hi Stephen,

Yes, this email confirms our appointment tomorrow at 10 am.

Also, a grievance was not filed over the email. Due to tight timelines in the CBA for grievances, that time period has lapsed.

If you have other questions, let me know.

Kristen

Sent from my iPhone

On Mar 18, 2019, at 1:57 PM, Pincus, Stephen M. <[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)> wrote:

Kristen – Just confirming our appointment tomorrow.

Also, do you know whether a grievance was ever filed over the email?

Thanks.

---

**From:** Kristen Bailey <[kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)>  
**Sent:** Tuesday, March 12, 2019 6:05 PM  
**To:** Pincus, Stephen M. <[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)>  
**Subject:** RE: (b) (6), (b) (7)(C), (b) (7)(D) Statement

(b) (6), (b) (7)(C), (b) (7)(D) and I will see you then.

Thank you,

Kristen Bailey

---

**From:** Pincus, Stephen M. [<mailto:Stephen.Pincus@nlrb.gov>]  
**Sent:** Tuesday, March 12, 2019 3:52 PM  
**To:** Kristen Bailey <[kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)>  
**Subject:** RE: (b) (6), (b) (7)(C), (b) (7)(D) Statement

Would 10 am on Tuesday at a library near (b) (6), (b) (7)(C) work? (b) (6), (b) (7)(C) library opens at 10 am.

---

**From:** Kristen Bailey <[kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)>  
**Sent:** Tuesday, March 12, 2019 3:45 PM

**To:** Pincus, Stephen M. <[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)>

**Subject:** Re: (b) (6), (b) (7)(C), (b) (7)(D) Statement

I apologize. I just saw this second email. I'll get back to (b) (6), (b) (7)(C), (b) (7)(D)

Sent from my iPhone

On Mar 12, 2019, at 2:22 PM, Pincus, Stephen M. <[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)> wrote:

It would have to be Tuesday for me.

---

**From:** Pincus, Stephen M.

**Sent:** Tuesday, March 12, 2019 2:20 PM

**To:** 'Kristen Bailey' <[kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)>

**Subject:** RE: (b) (6), (b) (7)(C), (b) (7)(D) Statement

Ms. Bailey –

I can certainly postpone. What time is (b) (6), (b) (7)(C), (b) (7)(D) available on Monday or Tuesday? Is (b) (6), (b) (7)(C), (b) (7)(D) off these days or would it be after work?

Thanks.

---

**From:** Kristen Bailey <[kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)>

**Sent:** Tuesday, March 12, 2019 1:51 PM

**To:** Pincus, Stephen M. <[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)>

**Subject:** (b) (6), (b) (7)(C), (b) (7)(D) Statement

Mr. Pincus,

(b) (6), (b) (7)(C), (b) (7)(D) is not available to meet on Friday, but (b) (6), (b) (7)(C), (b) (7)(D) is available Monday or Tuesday of next week if either of those days would work for you.

Thank you,

<image001.png> **Kristen Bailey**  
Labor Representative

---

**A** 3760 Ridge Mill Drive, Hilliard, Ohio 43026

**P** 614-226-9581

**E** [kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)

**W** [www.ohnurses.org](http://www.ohnurses.org)

<image002.png> <image003.png> <image004.png>

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**Sent:** Monday, March 18, 2019 2:32 PM  
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**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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Kristen Bailey

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**To:** Pincus, Stephen M. <[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)>  
**Subject:** Re: (b) (6), (b) (7)(C), (b) (7)(D) Statement

I apologize. I just saw this second email. I'll get back to (b) (6), (b) (7)(C), (b) (7)(D)

Sent from my iPhone

On Mar 12, 2019, at 2:22 PM, Pincus, Stephen M. <[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)> wrote:

It would have to be Tuesday for me.

---

**From:** Pincus, Stephen M.  
**Sent:** Tuesday, March 12, 2019 2:20 PM  
**To:** 'Kristen Bailey' <[kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)>  
**Subject:** RE: (b) (6), (b) (7)(C), (b) (7)(D) Statement

Ms. Bailey –

I can certainly postpone. What time is (b) (6), (b) (7)(C), (b) (7)(D) available on Monday or Tuesday? Is (b) (6), (b) (7)(C), (b) (7)(D) off these days or would it be after work?

Thanks.

---

**From:** Kristen Bailey <[kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)>  
**Sent:** Tuesday, March 12, 2019 1:51 PM  
**To:** Pincus, Stephen M. <[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)>  
**Subject:** (b) (6), (b) (7)(C), (b) (7)(D) Statement

Mr. Pincus,

(b) (6), (b) (7)(C), (b) (7)(D) is not available to meet on Friday, but (b) (6), (b) (7)(C), (b) (7)(D) is available Monday or Tuesday of next week if either of those days would work for you.

Thank you,

<image001.png> **Kristen Bailey**  
Labor Representative  

---

**A** 3760 Ridge Mill Drive, Hilliard, Ohio 43026  
**P** 614-226-9581 **E** [kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)  
**W** [www.ohnurses.org](http://www.ohnurses.org)

<image002.png> <image003.png> <image004.png>

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**From:** Pincus, Stephen M.  
**Sent:** Monday, March 18, 2019 2:43 PM  
**To:** douglas.smith@jacksonlewis.com; zachary.mueller@jacksonlewis.com  
**Subject:** University Hospitals (08-CA-237058) - please call me

Mr. Smith and Mr. Mueller –

I am the Board Agent investigating the above-cited matter, in which you recently filed your appearances.

At your earliest convenience, please contact me to discuss this matter.

Thank you.

Stephen Pincus

---

Stephen M. Pincus  
Attorney  
National Labor Relations Board, Region 8  
Anthony J. Celebrezze Federal Building  
1240 E. Ninth Street, Room 1695  
Cleveland, OH 44199-2086

Direct Dial: (216) 303-7385  
Facsimile: (216) 522-2418

## HR-63 – Professional Behavior

### Key Points

- This policy applies to all UH workforce members.

### Policy & Procedure

1. It is the duty of all workforce members to promote standards of professional behavior and a culture of safety. UH will not tolerate disruptive behaviors that may lead to undermined morale, diminished productivity, ineffective or substandard care/service or distress to others. This policy provides written standards for setting a positive UH professional image and a healthy work environment.
2. Professional Behavior Standards
  - 2.1. The following behaviors are prohibited:
    - 2.1.1. Profane or disrespectful language.
    - 2.1.2. Demeaning, intimidating or abusive behavior.
    - 2.1.3. Sexual comments or innuendo.
    - 2.1.4. Inappropriate touching, sexual or otherwise.
    - 2.1.5. Racial or ethnic jokes or any discriminatory comments, jokes or conversations.
    - 2.1.6. Outbursts of rage or violent temper.
    - 2.1.7. Throwing instruments, charts or other objects.
    - 2.1.8. Inappropriate and unnecessary public criticism.
    - 2.1.9. Conducting personal conversations, including using personal communications devices, in the presence of, or within earshot of, patients, employees and/or visitors.
    - 2.1.10. Excessive or inappropriate use of personal communication devices while at work or during meetings.
    - 2.1.11. Comments that undermine a patient's or family member's trust in a health care provider or the health system.
    - 2.1.12. Comments that undermine the professionalism of any employee.
    - 2.1.13. Inappropriate notes, inappropriate handling of notes, or the deletion of information in the medical record.
    - 2.1.14. Unethical or dishonest behavior.
    - 2.1.15. Difficulty working collaboratively with others.
    - 2.1.16. Repeated late or unsuitable replies to pages or calls.
    - 2.1.17. Inappropriate interactions with patients, family, staff and others.
    - 2.1.18. Threats of violence or retribution.
    - 2.1.19. Performing duties outside of the scope of practice or authority granted by a professional license.
    - 2.1.20. Uncooperative and defiant approach to problem-solving.

**2.1.21. Discussing individual patient cases in public or violating HIPAA regulations.**

- 3. Failure to comply with this policy will subject a workforce member to the corrective action process of:**
  - 3.1. Medical Staff Bylaws, Rules and Regulations.**
  - 3.2. Residents and Fellows Manual.**
  - 3.3. Any other applicable policies.**
- 4. Workforce members are encouraged to report behavior which does not comply with this policy without fear of retaliation or retribution.**

**Definitions**

**Workforce Member:**

An employee, medical staff member, resident, volunteer, contractor, sub-contractor, student, and any other person who provides services at any University Hospitals site or any UH related activity.

**Disruptive Behavior:**

Conduct that interferes with patient/customer care, service, safety, or the positive environment of the workplace.

**Personal Communications Devices:**

Include but are not limited to, cell phones, Blackberry's, PDAs, Blue Tooth and other electronic devices used for personal communication.

**SEE ALSO:**

University Hospitals System-wide Policies and Procedures  
HR-20, Anti-Harassment and Non-Discrimination  
HR-43, Workplace Violence  
HR-72 Corrective Action

|                     |                        |
|---------------------|------------------------|
| (b) (6), (b) (7)(C) |                        |
|                     | <u>2/27/16</u><br>Date |
|                     | <u>7-25-16</u><br>Date |



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**From:** Pincus, Stephen M.  
**Sent:** Wednesday, March 20, 2019 9:46 AM  
**To:** douglas.smith@jacksonlewis.com; zachary.mueller@jacksonlewis.com  
**Subject:** University Hospitals - (08-CA-237058) - Request for Evidence  
**Attachments:** LTR.08-CA-237058.Request Evidence.pdf

Dear Mr. Smith and Mr. Mueller:

Please see attached. I understand the parties are in the process of negotiating a settlement over the grievance to (b) (6), (b) (7)(C) final waning, which would entail the withdrawal or settlement of this charge. If negotiations are still ongoing by the time your position statement is due, please let me know and I will grant a short extension of time.

Thank you.

Stephen Pincus

---

Stephen M. Pincus  
Attorney  
National Labor Relations Board, Region 8  
Anthony J. Celebrezze Federal Building  
1240 E. Ninth Street, Room 1695  
Cleveland, OH 44199-2086

Direct Dial: (216) 303-7385  
Facsimile: (216) 522-2418



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 8  
1240 E 9TH ST  
STE 1695  
CLEVELAND, OH 44199-2086

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (216)522-3715  
Fax: (216)522-2418

Agent's Direct Dial: (216) 303-7385

March 20, 2019

**Via Email**

Douglas G. Smith, Esq.  
Jackson Lewis P.C.  
Liberty Center  
1001 Liberty Avenue, Suite 1000  
Pittsburgh, PA 15222

Zachary J. Mueller, Esq.  
Jackson Lewis, P.C.  
Liberty Center  
1001 Liberty Avenue, Suite 1000  
Pittsburgh, PA 15222

Re: University Hospitals Geneva Medical  
Center  
Case 08-CA-237058

Dear Mr. Smith and Mr. Mueller:

I am writing this letter to advise you that it is now necessary for me to take evidence from your client regarding the allegations raised in the investigation of the above-captioned matter. As explained below, I am requesting to take affidavits on or before March 27, 2019 regarding certain allegations in this case.

**Allegations:** The allegations for which I am seeking your evidence are as follows.

(b) (6), (b) (7)(C) has worked as a (b) (6), (b) (7)(C) for University Hospitals Geneva Medical Center for almost (b) (6), (b) (7)(C) years. (b) (6), (b) (7)(C) currently works in the Emergency Department.

On or about February 11, 2019, the Emergency Department staff monthly meeting schedule was posted. The schedule provided the dates of monthly staff meetings to be held at 6:30 a.m., and stated that employees were required to attend 80% or more of the meetings. After the notice was posted, (b) (6), (b) (7)(C) spoke with (b) (6), (b) (7)(C) to complain that holding a single meeting at 6:30 a.m. was not accommodating to the other shifts. (In the past, management had held a monthly meeting on each shift).

On February 22, (b) (6), (b) (7)(C) sent out a group email informing the Emergency Department staff that monthly meetings would be scheduled during each of the three

March 20, 2019

shifts. The email also indicated that the PRN's, medics and secretaries could attend any of the scheduled meetings.

Subsequently, (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) if RN's could attend any of the meetings like the other ED employees. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that they could not. (b) (6), (b) (7)(C) returned to (b) (6), (b) (7)(C) desk and told the other nurses that (b) (6), (b) (7)(C) directed them to only attend the meetings occurring on their shifts. (b) (6), (b) (7)(C) says that the nurses were upset because it would cause some of them to come in early to attend the meetings.

On February 25, 2019, (b) (6), (b) (7)(C) sent an email to Union (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) about scheduling the meetings. (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) thought requiring nurses to go to their shift-specific meeting was beneficial but that (b) (6), (b) (7)(C) had raised an issue.

On February 26, (b) (6), (b) (7)(C) sent (b) (6), (b) (7)(C) an email concerning the meeting schedules. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) did not follow chain of command and that (b) (6), (b) (7)(C) had violated the hospital's professional behavior and chain of command policies. Moreover, (b) (6), (b) (7)(C) accused (b) (6), (b) (7)(C) of not following the chain of command, and that (b) (6), (b) (7)(C) behavior had a detrimental and negative impact on (b) (6), (b) (7)(C) co-workers. (b) (6), (b) (7)(C) also referenced and attached policy HR 63 (Professional Behavior) to the email.

Charging Party Union alleges that University Hospitals' issuance of the February 25 and 26 emails violated Section 8(a)(3) of the Act. Charging Party contends that the emails may be used against (b) (6), (b) (7)(C) to support further disciplinary action, especially given that (b) (6), (b) (7)(C) is currently on a final warning.

**Board Affidavits:** I am requesting to take affidavits from (b) (6), (b) (7)(C) and any other individuals you believe have information relevant to the investigation of the above-captioned matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by March 25, 2019 to schedule these affidavits.

**Position Statement:** Please provide a position statement detailing the Employer's response to the allegations. In particular, please address the following:

- Does (b) (6), (b) (7)(C) February 26, 2019 email to (b) (6), (b) (7)(C) constitute an "adverse employment action" under the Act?
- What constitutes a "confirmation of counseling" as provided in the CBA? Is the email a "confirmation of counseling"? If not, why?
- Can the February 25 and February 26 emails (or the subject of the email) be used against (b) (6), (b) (7)(C) in any way in the future to support an adverse employment action?
- Is the email part of (b) (6), (b) (7)(C) personnel file?

March 20, 2019

**Documents:** Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. (b) (6), (b) (7)(C) personnel file, including (b) (6), (b) (7)(C) disciplinary history.
2. All documents relating to (b) (6), (b) (7)(C) February 29<sup>th</sup> email.
3. All disciplinary policies pertaining to (b) (6), (b) (7)(C) employment that are not reflected in the CBA.

**Date for Submitting Evidence:** To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by March 29, 2019. If you are willing to allow me to take affidavits, please contact me by March 25, 2019 to schedule a time to take affidavits. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **www.nlr.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me at your earliest convenience by telephone, (216) 303-7385, or e-mail, [stephen.pincus@nlrb.gov](mailto:stephen.pincus@nlrb.gov), so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

STEPHEN M. PINCUS  
Field Attorney

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**From:** Mueller, Zachary J. (Pittsburgh) <Zachary.Mueller@jacksonlewis.com>  
**Sent:** Wednesday, March 20, 2019 12:38 PM  
**To:** Pincus, Stephen M.  
**Cc:** Smith, Douglas G. (Pittsburgh); Knox, Susan L. (Pittsburgh)  
**Subject:** RE: University Hospitals - (08-CA-237058) - Request for Evidence

Hi Stephen,

Thank you for the email. As a follow-up to our call yesterday, I wanted to confirm that the emails at issue in this case (and referenced in your evidence letter) are *not* confirmations of counseling. They are not disciplinary documents in any respect under the CBA. The Hospital's position, therefore, is that (b) (6), (b) (b) has not suffered an adverse employment action.

Please don't hesitate to reach out with any questions. Thank you.

**Zachary J. Mueller**

Attorney at Law

**Jackson Lewis P.C.**

Liberty Center

1001 Liberty Avenue

Suite 1000

Pittsburgh, PA 15222

Direct: (412) 338-5144 | Main: (412) 232-0404 | Mobile:

[Zachary.Mueller@jacksonlewis.com](mailto:Zachary.Mueller@jacksonlewis.com) | [www.jacksonlewis.com](http://www.jacksonlewis.com)

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---

**From:** Pincus, Stephen M. <Stephen.Pincus@nlr.gov>  
**Sent:** Wednesday, March 20, 2019 9:46 AM  
**To:** Smith, Douglas G. (Pittsburgh) <Douglas.Smith@jacksonlewis.com>; Mueller, Zachary J. (Pittsburgh) <Zachary.Mueller@jacksonlewis.com>  
**Subject:** University Hospitals - (08-CA-237058) - Request for Evidence

Dear Mr. Smith and Mr. Mueller:

Please see attached. I understand the parties are in the process of negotiating a settlement over the grievance to (b) (6), (b) (7)(C) final waning, which would entail the withdrawal or settlement of this charge. If negotiations are still ongoing by the time your position statement is due, please let me know and I will grant a short extension of time.

Thank you.

Stephen Pincus

---

Stephen M. Pincus

Attorney

National Labor Relations Board, Region 8

Anthony J. Celebrezze Federal Building  
1240 E. Ninth Street, Room 1695  
Cleveland, OH 44199-2086

Direct Dial: (216) 303-7385  
Facsimile: (216) 522-2418

## Geneva ED Staff Meetings

2/26

3/27

4/25

5/22

6/27

8/2

9/26

10/30

November Staff Meeting TBD

Staff meetings will start at 6:30am

Mandatory attendance of 80% or greater

If you are unable to attend a staff meeting an alternative date and time will be arranged. (Within reason)

**The Path Forward Final**

(b) (6), (b) (7)(C)

Sent: Friday, February 22, 2019 8:23 AM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

Attachments: The Path Forward Final.docx (32 KB)

A few things.....

First of all I want to thank you. The past few weeks have been rough with illness in the department. Call offs added to an existing open position, along with an employee on leave, can be a nightmare to staff. I am so proud to say that 99% of this department pitched into help by picking up extra shifts, staying long hours, and/or flexing your schedules. This speaks volumes to your commitment and the respect you have for one another and this organization. Thank you!

It is that time of year for evaluations. Attached to this e-mail is your homework. Please complete "the path forward" over the next week. We will be discussing this during your evaluation.

Lastly, it was brought to my attention that a few of you were upset with the staff meeting schedule and felt that I did not accommodate the mid-shift crew. I sincerely apologize to the few of you that this affected, that certainly was not my intention. Last year, I had the idea to do shift specific staff meetings and with the newest concern brought forward I think that this is a perfect opportunity to give it a try. With that being said the schedule of staff meetings that was put out for the year is cancelled. To give you ample time to make arrangements, our first meeting will be held on March 4<sup>th</sup> - please see the following list for times specific to your shift.

Dayshift - your meeting will begin at 7am

Mid-shift - your meeting will begin at 1300

Nightshift - your meeting will begin at 1900

\*A reminder that 80% attendance is mandatory. There will be a total of 10 this year.

Taking into account that PRN's, medics, and secretaries work all three shifts you are permitted to come to any of the following time slots.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

2/22/2019



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**From:** Pincus, Stephen M.  
**Sent:** Friday, March 22, 2019 2:14 PM  
**To:** Kristen Bailey  
**Subject:** University Hospitals Geneva (08-CA-237058) - no merit determination

Kristen—

I just left you a voice mail message with more details.

In short, we have found that the charge does not have merit because (b) (6), (b) (7)(C) did not suffer an adverse employment action. The Union can either withdraw the charge or have it dismissed, with or without reasons articulated. If the charge is dismissed, the Union would have the right to appeal.

Please let me know what you would like to do:

- 1) Withdrawal
- 2) Dismissal with reasons
- 3) Dismissal without reasons articulated

If you can get back to me by COB on Tuesday, March 26, I would appreciate it. Thank you.

Stephen

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Stephen M. Pincus  
Attorney  
National Labor Relations Board, Region 8  
Anthony J. Celebrezze Federal Building  
1240 E. Ninth Street, Room 1695  
Cleveland, OH 44199-2086

Direct Dial: (216) 303-7385  
Facsimile: (216) 522-2418

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**From:** Mueller, Zachary J. (Pittsburgh) <Zachary.Mueller@jacksonlewis.com>  
**Sent:** Friday, March 22, 2019 1:41 PM  
**To:** Pincus, Stephen M.  
**Cc:** Smith, Douglas G. (Pittsburgh); Knox, Susan L. (Pittsburgh)  
**Subject:** RE: University Hospitals - (08-CA-237058) - Request for Evidence

Hi Stephen,

In response to your follow-up request below, we can confirm:

1. The February 26 email was not part of any disciplinary process, whether in the CBA or elsewhere.
2. The email is not being retained for the purpose of disciplining (b) (6), (b) (7)(C) in the future, and is not part of (b) (6), (b) (7)(C) personnel file.

Please let us know if there is anything else that you need.

**Zachary J. Mueller**

Attorney at Law

**Jackson Lewis P.C.**

Liberty Center

1001 Liberty Avenue

Suite 1000

Pittsburgh, PA 15222

Direct: (412) 338-5144 | Main: (412) 232-0404 | Mobile:

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---

**From:** Pincus, Stephen M. <Stephen.Pincus@nlrb.gov>  
**Sent:** Friday, March 22, 2019 9:09 AM  
**To:** Mueller, Zachary J. (Pittsburgh) <Zachary.Mueller@jacksonlewis.com>  
**Cc:** Smith, Douglas G. (Pittsburgh) <Douglas.Smith@jacksonlewis.com>; Knox, Susan L. (Pittsburgh) <Susan.Knox@jacksonlewis.com>  
**Subject:** RE: University Hospitals - (08-CA-237058) - Request for Evidence

Just following up. Thanks.

---

**From:** Pincus, Stephen M.  
**Sent:** Wednesday, March 20, 2019 4:46 PM  
**To:** 'Mueller, Zachary J. (Pittsburgh)' <[Zachary.Mueller@jacksonlewis.com](mailto:Zachary.Mueller@jacksonlewis.com)>  
**Cc:** Smith, Douglas G. (Pittsburgh) <[Douglas.Smith@jacksonlewis.com](mailto:Douglas.Smith@jacksonlewis.com)>; Knox, Susan L. (Pittsburgh) <[Susan.Knox@jacksonlewis.com](mailto:Susan.Knox@jacksonlewis.com)>  
**Subject:** RE: University Hospitals - (08-CA-237058) - Request for Evidence

Hi Zachary –

Before the Region makes a determination on the merits of the case, would you please confirm the following:

- 1) The February 26 email was not part of any disciplinary process, whether in the CBA or elsewhere.
- 2) The email is not being retained for disciplining (b) (6), (b) (7)(C) in the future, and is not part of (b) (6), (b) (7)(C) personnel file.

Thank you.

Stephen

---

**From:** Mueller, Zachary J. (Pittsburgh) <[Zachary.Mueller@jacksonlewis.com](mailto:Zachary.Mueller@jacksonlewis.com)>  
**Sent:** Wednesday, March 20, 2019 12:38 PM  
**To:** Pincus, Stephen M. <[Stephen.Pincus@nrlb.gov](mailto:Stephen.Pincus@nrlb.gov)>  
**Cc:** Smith, Douglas G. (Pittsburgh) <[Douglas.Smith@jacksonlewis.com](mailto:Douglas.Smith@jacksonlewis.com)>; Knox, Susan L. (Pittsburgh) <[Susan.Knox@jacksonlewis.com](mailto:Susan.Knox@jacksonlewis.com)>  
**Subject:** RE: University Hospitals - (08-CA-237058) - Request for Evidence

Hi Stephen,

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Please don't hesitate to reach out with any questions. Thank you.

**Zachary J. Mueller**

Attorney at Law

**Jackson Lewis P.C.**

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---

**From:** Pincus, Stephen M. <[Stephen.Pincus@nrlb.gov](mailto:Stephen.Pincus@nrlb.gov)>  
**Sent:** Wednesday, March 20, 2019 9:46 AM  
**To:** Smith, Douglas G. (Pittsburgh) <[Douglas.Smith@jacksonlewis.com](mailto:Douglas.Smith@jacksonlewis.com)>; Mueller, Zachary J. (Pittsburgh) <[Zachary.Mueller@jacksonlewis.com](mailto:Zachary.Mueller@jacksonlewis.com)>  
**Subject:** University Hospitals - (08-CA-237058) - Request for Evidence

Dear Mr. Smith and Mr. Mueller:

Please see attached. I understand the parties are in the process of negotiating a settlement over the grievance to (b) (6), (b) (7)(C) final waning, which would entail the withdrawal or settlement of this charge. If negotiations are still ongoing by the time your position statement is due, please let me know and I will grant a short extension of time.

Thank you.

Stephen Pincus

---

Stephen M. Pincus

Attorney

National Labor Relations Board, Region 8

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Cleveland, OH 44199-2086

Direct Dial: (216) 303-7385

Facsimile: (216) 522-2418

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**From:** Kristen Bailey <kbailey@ohnurses.org>  
**Sent:** Tuesday, March 26, 2019 4:39 PM  
**To:** Pincus, Stephen M.  
**Subject:** University Hospitals Geneva (08-CA-237058) - no merit determination

Hi Stephen,

I apologize that I'm just getting to you. We had a conversation with Geneva's representative yesterday. He will be sending us an email or letter stating that the emails were not meant to be disciplinary. Once we have that, I will withdrawal our charge. If it's possible, I'm hoping to have until Friday to hear back from them. In theory, we should have it in the next day or so, but Geneva does have a level of bureaucracy that has to be navigated.

Please let me know if this is possible.

Thank you,



**Kristen Bailey**  
Labor Representative

---

**A** 3760 Ridge Mill Drive, Hilliard, Ohio 43026  
**P** [614-226-9581](tel:614-226-9581) **E** [kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)  
**W** [www.ohnurses.org](http://www.ohnurses.org)



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**From:** Kristen Bailey <kbailey@ohnurses.org>  
**Sent:** Thursday, April 4, 2019 3:26 PM  
**To:** Pincus, Stephen M.  
**Subject:** RE: University Hospitals Geneva (08-CA-237058) - no merit determination

Great.

This email serves as notice that the Ohio Nurses Association would like to withdraw the charge filed against UH Geneva Medical Center (08-CA-237058).

Please feel free to reach out if you have any questions or concerns.

Thank you,

Kristen Bailey



**Kristen Bailey**  
Labor Representative

**A** 3760 Ridge Mill Drive, Hilliard, Ohio 43026

**P** 614-226-9581 **E** [kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)

**W** [www.ohnurses.org](http://www.ohnurses.org)



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**From:** Pincus, Stephen M. [mailto:[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)]  
**Sent:** Thursday, April 4, 2019 3:22 PM  
**To:** Kristen Bailey <kbailey@ohnurses.org>  
**Subject:** RE: University Hospitals Geneva (08-CA-237058) - no merit determination

I don't need a form. You can just let me know via email that you want to withdraw. Thanks.

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**From:** Kristen Bailey <[kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)>  
**Sent:** Thursday, April 4, 2019 3:21 PM  
**To:** Pincus, Stephen M. <[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)>  
**Subject:** RE: University Hospitals Geneva (08-CA-237058) - no merit determination

I'll send the form to you by the end of the day.

Thank you.

---

**From:** Pincus, Stephen M. [<mailto:Stephen.Pincus@nlrb.gov>]  
**Sent:** Thursday, April 4, 2019 9:47 AM  
**To:** Kristen Bailey <[kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)>  
**Subject:** RE: University Hospitals Geneva (08-CA-237058) - no merit determination

The Employer confirmed with me that it is not a discipline. I am trying to close up cases today due to other commitments coming up. Would you mind withdrawing the charge today and if everything falls apart, you could refile? You would have 6 months from the day the email was issued to refile.

Thank you.

---

**From:** Kristen Bailey <[kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)>  
**Sent:** Thursday, April 4, 2019 9:44 AM  
**To:** Pincus, Stephen M. <[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)>  
**Subject:** Re: University Hospitals Geneva (08-CA-237058) - no merit determination

Mr. Smith has communicated our settlement request to the Hospital, but, as of Tuesday, he had not heard anything back. We have been checking in every couple of days, and we'll continue to do so.

If possible, I will check back in with you on Monday.

Thank you,

Kristen

Sent from my iPhone

On Apr 4, 2019, at 9:34 AM, Pincus, Stephen M. <[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)> wrote:

Any further word?

---

**From:** Kristen Bailey <[kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)>  
**Sent:** Tuesday, April 2, 2019 8:55 AM  
**To:** Pincus, Stephen M. <[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)>  
**Subject:** Re: University Hospitals Geneva (08-CA-237058) - no merit determination

No problem.

Thank you for your patience.

Sent from my iPhone

On Apr 2, 2019, at 8:48 AM, Pincus, Stephen M. <[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)> wrote:

That's fine. If you can follow-up, I would appreciate it. I will check back on Thursday.

---

**From:** Kristen Bailey <[kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)>  
**Sent:** Monday, April 1, 2019 6:29 PM

**To:** Pincus, Stephen M. <[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)>

**Subject:** RE: University Hospitals Geneva (08-CA-237058) - no merit determination

Mr. Pincus,

Unfortunately, we have not heard back from the Hospital's counsel. Is it possible to have a few more days? He has been communicating with James Myers, our outside counsel. I can ask him to give Mr. Smith a call tomorrow to see if we can get this moving.

Thank you,

<image001.png> **Kristen Bailey**  
Labor Representative

**A** 3760 Ridge Mill Drive, Hilliard, Ohio 43026

**P** 614-226-9581

**E** [kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)

**W** [www.ohnurses.org](http://www.ohnurses.org)

<image002.png> <image003.png> <image004.png>

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**From:** Pincus, Stephen M. [<mailto:Stephen.Pincus@nlrb.gov>]

**Sent:** Monday, April 1, 2019 5:35 PM

**To:** Kristen Bailey <[kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)>

**Subject:** RE: University Hospitals Geneva (08-CA-237058) - no merit determination

Kristen – are you able to withdraw the charge at this time?

Thank you.

---

**From:** Kristen Bailey <[kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)>

**Sent:** Tuesday, March 26, 2019 4:39 PM

**To:** Pincus, Stephen M. <[Stephen.Pincus@nlrb.gov](mailto:Stephen.Pincus@nlrb.gov)>

**Subject:** University Hospitals Geneva (08-CA-237058) - no merit determination

Hi Stephen,

I apologize that I'm just getting to you. We had a conversation with Geneva's representative yesterday. He will be sending us an email or letter stating that the emails were not meant to be disciplinary. Once we have that, I will withdrawal our charge. If it's possible, I'm hoping to have until Friday to hear back from them. In theory, we should have it in the next day or so, but Geneva does have a level of bureaucracy that has to be navigated.

Please let me know if this is possible.

Thank you,



<image001.png> **Kristen Bailey**  
Labor Representative

---

**A** 3760 Ridge Mill Drive, Hilliard, Ohio 43026

**P** 614-226-9581

**E** [kbailey@ohnurses.org](mailto:kbailey@ohnurses.org)

**W** [www.ohnurses.org](http://www.ohnurses.org)

<image002.png> <image003.png> <image004.png>



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April 8, 2019

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1001 Liberty Avenue, Suite 1000  
Pittsburgh, PA 15222

Re: University Hospitals Geneva Medical  
Center  
Case 08-CA-237058

Dear Mr. Smith, Mueller:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

ALLEN BINSTOCK  
Regional Director

AB:cj  
cc: Barbara Gurto, Sr. Generalist, Human  
Resources  
University Hospitals Geneva Medical  
Center  
870 W Main St  
Geneva, OH 44041

Kristen Bailey, Labor Representative  
Ohio Nurses Association  
3760 Ridge Mill Drive  
Hilliard, OH 43026